

# PRACTICAL PATRIOTISM

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## The Solicitors' Journal and Weekly Reporter.

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### Current Topics.

#### The Legislation of the Session.

INCLUDING THE Acts which received the Royal Assent on Wednesday, there has been a considerable output of legislation since Parliament reassembled last autumn. The Air Force (Constitution) Act, 1917, has provided for the raising and maintaining of an air force, and for the establishment of an Air Council. The Naval and Military War Pensions, &c. (Committees) Act, 1917, provides for representatives of disabled men being included on Committees established under section 2 of The Naval and Military War Pensions Act, 1915. The Chequers Estate Act, 1914, regulates the trusts of the munificent gift made by Sir ARTHUR LEE for the benefit of the Prime Minister of the day, together with such provision as shall "tempt him to visit it regularly and to make it possible for him to live there, even though his income should be limited to his salary."

#### The Latest Statutes.

As to the statutes passed this week, the Coal Mines Control Agreement (Confirmation) Act, 1918, is the result of the taking over by the Government of the control of coal mines, and enforces and gives effect to an agreement relating to compensation and other matters made between the Controller of Coal Mines and representatives of the mine-owners. The Wills (Soldiers and Sailors) Act, 1918, removes the doubt recently raised in *Re Wernher's Settlement Trusts* (ante, p. 268) as to the validity of infant soldiers' wills of personalty, and extends the provisions of the Wills Act, 1837, as to the testamentary capacity of soldiers and sailors—including infants—to real estate. The Metropolitan Police Bill raises the limit of the Metropolitan Police rate from 11d. to 13d., so as to cover the increased expenses attributable to war bonus and children's allowance, calculated to amount to £580,000 a year. The National Registration (Amendment) Act, 1918, extends the register under the National Registration Act, 1915, to boys of fifteen, and enables a like extension to be made to girls of fifteen by Order in Council, to be laid before Parliament, and to be subject to annulment on address by either House of Parliament. The National Health Insurance Act, 1918, amends, by Part I., the financial provisions of the Act of 1911, and makes a large number of general amendments in that Act; and the National Insurance (Unemployment) Act, 1918,

amends the Unemployment Insurance Acts as to munition workers, and generally. The Non-Ferrous Metal Industry Act, 1918, which has been the subject of prolonged discussion, imposes the requirement of Board of Trade licences for working and dealing in zinc, copper, tin, lead, nickel, aluminium, and other non-ferrous metals and ores to which the Act is applied by the Board of Trade. The Act is aimed at the exclusion of enemy influence, and will continue in force during the war and for five years after. Questions arising between the Board of Trade and any company, firm, or individual, as to licences or otherwise, will be referred to a Divisional Court, whose decision will be final. And there is the Military Service Act, 1918, which repeals section 3 (3) of the first Act of 1916, as amended by section 6 of the second Act of that year, and empowers the Director-General of National Service to withdraw certificates of exemption; and the Representation of the People Act, which is much too important to be disposed of summarily. Its most notable feature is its enfranchisement of women—but only of thirty years and upwards—and, incidentally, its passing may enable the Mastership of the Rolls to be filled up—assuming it is vacant and that Sir GEORGE CAVE can be spared from the Home Office.

#### The Period of Grace under the Food Hoarding Order.

THE FOOD HOARDING prosecutions which have recently taken place, while they have revealed the existence of considerable stocks of food in some private houses, have created a feeling of uncertainty as to the extent to which such stocks are justifiable. The matter depends on the terms of the Food Hoarding Order, 1917 (61 SOLICITORS' JOURNAL, p. 402), which provides that, except under the authority of the Food Controller, no person shall "acquire any article of food so that the quantity of such article in his possession or under his control at any one time exceeds the quantity required for ordinary use and consumption in his household or establishment"; and in any proceedings for breach of this provision the burden of shewing what quantity of any article of food is so required is to rest upon the person charged. And there is a corresponding restriction on selling. Thus the Order leaves quite indefinite the measure to be applied to the "quantity required for ordinary use and consumption," and clearly this must be ascertained in accordance with the facilities for getting supplies. It appears that the recent prosecutions have been due, to some extent, at any rate, to this uncertainty, and to the endeavour of persons living in the country to make the provision for their households reasonably secure. But, unfortunately, supplies which in ordinary times would only mean reasonable security, must be judged by prevailing conditions, when no one is entitled to reasonable or any other security at the expense of the common stock; but all must be content to live from day to day, or, at all events, with only such supplies in hand as shall last till the next usual supply. It is in view, we presume, of the uncertainty to which we have referred that the Food Controller has fixed a period of grace from 11th February to 18th February, during which stocks in excess of what is legitimately permitted can be declared to the local Food Committee with a view to their voluntary surrender for the benefit of the public.

#### The Conscription of Capital.

WE REFERRED recently (*ante*, p. 187) to the interview between Mr. BONAR LAW and the Trades Union Congress Parliamentary Committee, in which the question of the conscription of wealth was referred to as entirely a matter of expediency, and a reduction of the National Debt by means of a general capital levy was suggested as a possible after-war measure. Mr. BONAR LAW recurred to the matter in the House of Commons on 29th January, and it had been understood that he would deal with it somewhat fully, but he preferred to adopt the safer course of treating it, for the present, as an academic. "Whether or not, as a means of diminishing war debt, a capital levy was possible was a question to which he had not given consideration, and in regard to which he had a perfectly

open mind." He added that in every belligerent country the subject of a levy on capital after the war was discussed much more fully than here. It does not concern us to discuss the question, not to intimate any opinion upon it. The practical difficulties in the way of conscription of wealth, and the practical objections to it, have many exponents. An interesting article on the subject was contributed by Mr. HAROLD COX to the *Times Trade Supplement* for January. On the other hand, the death duties are, in their nature, a capital levy, and unless the war is brought to a speedy conclusion, either by the wisdom of statesmen, here and elsewhere, or by the pressure of popular feeling, or by economic causes, some new experiments in taxation seem by no means improbable. No doubt the "open mind" is the safe attitude for a Chancellor of the Exchequer to adopt, but ordinary people can only look on and await developments.

#### Reprisals against Prisoners of War.

THE QUESTION of reprisals has arisen again in connection with the condemnation to a long term of penal imprisonment of two British airmen, Captain SCHOLTZ and Lieutenant WOOKEY, for the distribution of leaflets from the air. The British Government have stated that they do not recognise such distribution as a breach of International Law, and point out that German and Austrian airmen have continually committed similar "offences," but no punitive measures have been taken against them on capture. It is, therefore, announced that, unless the British airmen are released and their sentences cancelled within a month—the period fixed by the Hague Mission for giving notice of intended reprisals—the British authorities will take punitive measures adequate to meet the case. The reference is to the Agreement between the British and German Governments as to Prisoners of War made last summer, when Lord NEWTON and Mr. Justice YOUNGER were among our representatives, and the clause relating to reprisals is as follows:—

Reprisals against combatant and civilian prisoners of war may only be carried out after at least four weeks' notice of intention as to do has been given.

The time limit begins with the date on which the Swiss Legation in London has been notified of the intended reprisals against German prisoners in British hands or the Netherlands Legation in Berlin of those against British prisoners in German hands.

In cases which seem suitable an attempt will be made to eliminate the reasons for reprisals by arranging a personal discussion at the Hague before threatening the reprisals.

The reprisals, of course, contemplated in the present connection—which it may be assumed will be confined within the limits of humanity and morality—are quite different to reprisals on the civilian population of German towns, to which it seems the British Government have committed themselves. We are not aware that there has been any change in the frequently expressed disapproval of such a policy.

#### Total Loss and *Causa Proxima*.

THE WELL-KNOWN rule of insurance law, that the cause of damage done means the immediate cause or *causa proxima*, and not a mere contributory cause or *causa sine qua non*, is not always easy to apply in doubtful cases. This is well illustrated by the decision of the House of Lords in *Leyland Shipping Co. (Limited) v. Norwich Union Fire Insurance Society (Limited)* (*Times*, 1st inst.). A ship had been injured by a torpedo, and, in consequence of her damaged condition, she had to anchor in a shallow harbour, and there grounded, with the result that she became a total loss. Mr. Justice ROWLAT held that the loss was due to the explosion caused by the torpedo, and that the grounding in harbour was not a *nova causa interveniens*, but merely one link in a determined chain of causation commencing with the torpedo-hit, which, therefore, was the *causa proxima*. It follows that the loss was due, not to perils of the sea, but to an act of the King's enemies; and since the latter class of untoward events was excluded in the policy by an *f.c.s.* clause—i.e., a clause declaring that the vessel is "warranted free from capture, seizure, and detention, and the consequences thereof, or any attempt thereat, piracy

excepted, and also from all consequences of hostilities or war-like operations, whether before or after declaration of war"—the defendant insurers were not liable to make good the damage. The Court of Appeal, however—SCRYTTON, L.J., with doubt—upheld this decision, and now the House of Lords has also lent its support to the same view. On the whole, the result seems good logic, as well as sound common sense; but it certainly is a little difficult to reconcile this very extended view of the limits of a *causa proxima* with the somewhat rigid tying down of that phrase in the leading case of *Hamilton v. Pandorf* (12 App. Cas. 518). Once it is admitted that a *causa proxima* need not be the latest cause—from which the accident follows by direct and inevitable physical agency, and that voluntary human attempts to remedy an injury may be treated as simply links in a determined chain of causation, there is very great difficulty in knowing where to draw the line. The physical consequences of any event can be exactly determined; but its "natural and reasonable consequences," if we take in human acts, are less susceptible of exact estimation.

#### Payment of Bankers' Drafts on the Bank of England.

WE UNDERSTAND that questions sometimes arise as to the application of the bankers' protection sections of the Bills of Exchange Act, 1882—sections 60, 80 and 82—to the Bank of England when a banker's draft is tendered in payment of Government securities, such as Treasury Bills. In a case which an esteemed correspondent communicated to us some time ago, A., who was purchasing Treasury Bills to a considerable amount, obtained a draft drawn in his favour by his bankers, the X. Bank, on the Bank of England, and crossed it " & Co.," and, having marked it "not negotiable," indorsed it and tendered it in payment of the bills; but the Bank of England declined to hand over the bills unless his indorsement was guaranteed by the X. Bank. Apparently the Bank of England regarded themselves as collecting bankers, and, in subsequent correspondence, they said that the guarantee was required because they would not, as the collecting banker, be protected by section 82. In answer A. relied on section 60 as being a sufficient protection to the Bank of England and to the public as well. Of course, the bankers' draft is a cheque, and there seems to be some mistake as to the Bank of England being, under such circumstances, the collecting banker. No doubt it pays over the proceeds of the draft to the Treasury, but this is only done when those proceeds are available. The first step is for it to cash the draft, if it will do so, and then, instead of handing the proceeds over to A., retain them in payment of the bills and account to the Treasury. The question, therefore, is whether the Bank of England ought to pay cash against a draft or cheque presented in this way; in other words, the Bank of England is, under the circumstances, a paying banker—not a collecting banker—and the appropriate section seems to be section 80. To get the protection of that section, the draft, since it is crossed, must be paid to a banker; and since payment to the payee personally was asked for, the Bank of England seems to have acted properly in asking for a guarantee of the indorsement; but this would be a substitute for the protection it failed to get under section 80, and not under section 82.

#### Effect of Error in a Contract.

A CONTRACT is not in general avoided by a mere mistake unless the mistake goes to the root of the contract; in other words, is a warranty of fact and condition precedent to the existence of a contract at all: *Behn v. Burness* (3 B. & S. 751). But where the mistake is a mutual mistake of fact, and *restitutio in integrum* is still possible, a court of equity will rectify the terms of a written contract so as to bring it into accordance with the intentions of the parties: *Ball v. Storie* (1 S. & St. 210). So far the leading principle is simple enough; but to apply it in a concrete case is much less easy. In *Vergottis & Co. v. H. Ford & Co. (Limited)* (Times, 6th inst.) ROCHER, J., has just had to pronounce upon an interesting case of this kind. A chartered ship had been described in the charter-party as B.C. [British Corporation], whereas in fact it

was not so classed. The class, of course, affects the rate of insurance, and the charterers—who had to pay the higher rate chargeable on an unclassified vessel—claimed to be entitled to set off this extra amount against a claim for freight. They based their claim on the ground that the statement of class was false, and amounted to an actionable breach of warranty. But on the evidence the learned Judge found as a fact that there had been no warranty as to class given by the owners; the phrase "B. C." had been inserted after the bargain was completed, and as a mere "artistic flourish to lend an air of completeness to the document," by the plaintiffs' agents. Their action was quite innocent, and, in fact, had not misled the charterers at all, who well knew that the vessel was unclassified. Such an error in reduction of the agreed contract to writing, of course, is within the jurisdiction of a court of equity, and the Judge naturally did not hesitate to rectify the charter-party by striking out the added words.

#### Venire de Novo.

THERE IS a distinction, subtle but well known to common lawyers, between an order for a new trial in criminal causes and a writ of *Venire de Novo*. A new trial, indeed, could not be ordered after a trial on indictment; if, on a case stated, the Court of Crown Cases Reserved or the Divisional Court quashed an indictment or a conviction for an error in law or procedure—the only grounds on which, prior to the Criminal Appeal Act of 1907, they could so quash it—then the prisoner could plead *Autrefois Acquit* to a new indictment. And under the Criminal Appeal Act of 1907 this position of affairs was retained; the Legislature decided that a man, once tried, however improperly, and convicted, should not be subjected twice to criminal proceedings for the same offence, even if his conviction had been quashed on the merest technicalities. The maxim *Nemo debet vexari bis* tersely expresses the policy of the common law which dictated this course. But naturally, both before and after the institution of a Court of Criminal Appeal, judges have chafed against the necessity of letting a rogue escape merely because a trial judge has made a mistake. And a mode of escape in certain cases long ago presented itself. Where a trial has been without jurisdiction, or otherwise utterly null and void, then the prisoner has never been legally tried at all. Here the quashing of the record of the conviction amounts to a declaration that the true bill found by the Grand Jury has never been proceeded with, for the reason that the subsequent trial was void. Therefore the court can order the indictment to be proceeded with, and it does so by issuing a writ of *Venire de Novo*. After the enactment of the Criminal Appeal Act in 1907 the judges soon rediscovered this distinction between a new trial (which follows an irregular trial) and a writ of *Venire de Novo* (which follows a trial null and void *ab initio*); and they held that the latter writ was still available in a proper case: *R. v. Golathan* (11 Cr. App. Rep. 79). In the recent case of *R. v. Wakefield* (Times, 26th ult.), where a non-qualified person sat on a jury (personating the real jurymen), and where the conviction was quashed on that ground, the Court has used this power to secure a re-hearing of the indictment.

#### Judicial Notice of the Value of a Dog.

IN AN action tried at the old Croydon Assizes, before the late Lord BRAMWELL, to recover the value of a dog alleged to have been wrongfully detained by the defendant, the animal was brought into court and introduced to the learned judge, who, in summing up the case, alluded to the fact that no evidence had been tendered as to the value of the dog, and observed, "You have to fix the value of the animal. Well, gentlemen, I think he is worth £30. I know a man who would give that sum for him." Lord BRAMWELL, in fact, took judicial notice of the value of the dog, and his example appears to have been followed in a case heard in the American State Reports, headed "Judicial notice of the value of a dog." The plaintiff sued a railroad company for the value of a pointer dog killed by one of the locomotives of the defendant company. The witnesses, who knew the quality and breeding of the dog, testified that he was worth from two hundred to two hundred

and fifty dollars, but that there was no market for dogs of that kind at the place where the dog was killed. But it was held that a Court might judicially know that blue-blooded and hunting dogs have a market, and that in the case under consideration the Court might have instructed the jury to fix the value of the dog in question at such a sum as the evidence shewed that a man who wanted to buy a dog like the one in question would be willing to pay for it. The bulk of cases in which the Courts have taken judicial notice of different matters continues to increase, and the practice deserves all commendation; but the growing tendency to enlarge the admissions on the trial of cases with or without juries makes this practice of less importance.

## Rescission of Written Contracts by Parol.

A DECISION of great interest and importance on the variation of contracts for which a written memorandum is necessary has been given by the House of Lords in *Morris v. Baron & Co.* (1918, A. C. 1). By a contract dated 24th September, 1914, MORRIS contracted to sell to BARON & Co. 500 pieces of serge at and on certain prices and conditions. This was duly evidenced in writing, and part of the goods, to the value of £888 4s., were delivered under it. In March, 1915, MORRIS commenced an action to recover this sum, and BARON & Co. counterclaimed for £934 17s. 3d. for the non-delivery of other goods under the contract. In April, 1915, a parol agreement was made between the parties that the proceedings should be withdrawn, and the account left over for three months so as to give BARON & Co. an opportunity of selling the goods; and BARON & Co. were to have the option of taking up the remaining goods. In February, 1916, MORRIS commenced a second action to recover the sum of £888 4s., and BARON & Co. admitted the claim, but they again counter-claimed for non-delivery of goods. This counter-claim was founded on the April contract of 1915, and, alternatively, on the September contract of 1914. BAILHACHE, J., before whom the action came, gave judgment for MORRIS on the counter-claim, but the Court of Appeal reversed this decision, and he appealed to the House of Lords.

The Court of Appeal based their decision on the ground that the contract of April was an agreement for the sale of goods, and, by virtue of section 4 of the Sale of Goods Act, 1893, was not enforceable, since there was no memorandum in writing signed by the party to be charged therewith; and, further, that it was inoperative to rescind the original contract, since that, being an agreement required to be in writing, could only be rescinded by an agreement in writing, the result being that the original contract stood, and BARON & Co. were entitled to delivery of the remaining goods, and, therefore, to damages for breach of contract to deliver them, as claimed by the counter-claim. Apparently the Court of Appeal relied on *Noble v. Ward* (L. R. 2 Ex. 135), in which the Exchequer Chamber affirmed a decision of the Court of Exchequer (L. R. 1 Ex. 117). In that case the plaintiff made a contract in writing for the sale to the defendant of goods of more than £10 in value, to be delivered within a specified time. Subsequently, before the time for the delivery had arrived, the parties made a parol agreement extending the time. Apparently this only varied the previous contract, and since a contract required to be in writing can only be varied in the same way, the parol agreement was ineffective and the former contract stood. But it was argued that, while the variation was void, the parol agreement had the effect of rescinding the original contract. This, however, was rejected by both Courts, the well-known distinction being taken between a parol agreement to rescind a written contract and a parol agreement to vary it. Mere rescission can be effected by parol, but a variation of a written agreement requires to be in writing: *Goss v. Nugent* (5 B. & Ad. 66); *Stead v. Dawber* (10 A. & E. 57).

The same result would have followed in *Morris v. Baron & Co.* (*supra*), and the contract of April, 1915, would have been

of no effect, if it had been merely a variation of the contract of September, 1914, but apparently the Court of Appeal went further, and held that it could not operate as a rescission of that contract. But between mere rescission, which clearly can be effected by parol, and variation, which must be in writing, there is the intermediate case of a parol agreement which both rescinds the old contract and attempts to set up a new contract; and, according to the decision of the House of Lords, it will be effectual for the former purpose, so that the old contract is gone, but ineffectual to set up the substituted contract. What was decided, said Lord HALDANE, in *Noble v. Ward* (*supra*) "was merely that where parties enter into an invalid contract, which purports to vary, and only to that extent to supersede or rescind, an earlier written contract, the later one does not operate validly. It was not decided by *Noble v. Ward* that the Statute of Frauds prevents a parol agreement, if it plainly purports to do so, from rescinding in its entirety a previous written contract. Even although itself incapable of being sued on, a parol contract may have that effect. The question is whether there is an intention in any event to rescind, independent of any further intention which may exist to substitute a second contract." The House of Lords took the view that in *Morris v. Baron & Co.* the second agreement both rescinded the first agreement and purported to make a new one, and it was held that it was effectual for the former purpose, but not for the latter, since it was not evidenced by writing within the statute.

But the House of Lords also dissented from views expressed in *Williams v. Moss' Empires (Limited)* (1915, 3 K. B. 242). There, under a contract in writing not to be performed within a year, the plaintiff was engaged to perform for the defendants at a certain salary. When the engagement had less than a year to run, the parties verbally agreed for a reduction in the salary. Subsequently the plaintiff sued the defendants to recover salary, earned since the verbal agreement, at the original rate. This, of course, was on the footing that the verbal agreement, being one for variation and not for rescission of the original agreement, was ineffectual for this purpose, and left the original agreement intact. But the Divisional Court (SHEARMAN and SANKEY, J.J.), before whom the case came on appeal from the county court, held that the verbal agreement was substituted for the original agreement, and since, being to be performed within a year, it did not require to be in writing, it was enforceable. This seems to be correct, provided that, in fact, there was an intention to rescind the old agreement and substitute a new one, for the verbal agreement would then have a double operation, and in each would be valid. As a parol agreement it could operate to rescind the original written agreement; and this being out of the way, it would also have substantive effect as a new agreement.

But SANKEY, J., stated the law in a manner to which exception has been taken in the House of Lords. "A contract," he said, which, in compliance with the Statute of Frauds, is in writing, may be rescinded by a new agreement. The new agreement may be one which, in order to be enforceable, is required to be in writing, or it may be one which is valid though it is not in writing. If it is one which is required to be in writing, and is not in writing, it is unenforceable and cannot be treated as evidence that the original contract has been rescinded, and the original contract, therefore, remains in force. But if the new agreement is in writing, or, if verbal, is one which need not be in writing, the new agreement is valid, and the original contract is rescinded." Lord HALDANE expressed himself as unable to agree with this statement of the law, which, he pointed out, puts absolute rescission on the same footing as variation. It misses, indeed, the point of the doctrine which allows a written contract to be rescinded by parol agreement. It is, in each case, a question of fact whether the new agreement rescinds the old one or not. If it is a mere agreement for rescission, it is effective, although it is verbal. If it is not rescission, but only variation, then it is not effective unless it is in writing, although as a new agreement it is not required to be in writing. If it is rescission and also the making of a new agreement, then it is effective as to rescission, whether

in writing or not; but whether it is effective to make a new agreement will depend on its nature; and if the new agreement requires for its efficacy compliance with the statute, then it must be in writing. In *Williams v. Moss' Empires (Limited)* the parol agreement appears to have been variation, and not rescission with a new agreement, and the decision was probably wrong, though this does not seem to be expressly stated in the House of Lords. In *Morris v. Baron & Co.* the second agreement rescinded the first, but was itself unenforceable as a new agreement, and hence there was nothing left except an admitted claim for the price of goods sold and delivered. Obviously, all this is very subtle, and it may be questioned whether it gives a rule of law suitable for the exigencies of actual business.

## A League of Nations.

THE publications mentioned below\*—and these are only a part of the growing literature on the subject—indicate the interest which is being taken in the scheme for a League of Nations. The book which Mr. WOOLF has edited usefully sets out some of the proposals which have been made for giving effect to the scheme, the two best known being those of the American League to Enforce Peace and the English League of Nations Society; and in an Introduction he explains how various essential matters are dealt with in these proposals. The first point is to arrange for the settlement of "justiciable" disputes; that is, disputes which lend themselves to determination in accordance with treaty obligations or recognized principles of international law; and such disputes would naturally be submitted to a judicial body. Then there are non-justiciable disputes, which cannot be settled by the application of definite principles, and here there are, as Mr. Woolf suggests, two methods available, either reference to a Board of Conciliation, which will endeavour to find a compromise sufficiently satisfactory to be accepted by both parties—an extension of the present diplomatic machinery of mediation—or reference to an impartial Board for inquiry and report, in the hope that the parties will accept the opinion expressed in the report as a settlement, or the basis of a settlement. Both the League to Enforce Peace and the League of Nations Society recognize in their programmes the distinction between justiciable and non-justiciable questions, and provide for referring the former to a judicial tribunal. The latter, according to the League to Enforce Peace, "shall be submitted to a Council of Conciliation for hearing, consideration and recommendation"; according to the League of Nations Society, "shall be referred to and investigated and reported upon by a Council of Inquiry and Conciliation." These proposals, Mr. Woolf points out, leave it uncertain whether mere conciliation or impartial inquiry and report are aimed at, and probably his distinction between the two methods could not in practice be observed. The nature of such disputes indicates that a settlement can only be arrived at by compromise.

But unless there can be international legislation of some kind the effect of a League of Nations might be to crystallize the *status quo* and prevent essential changes in international law. Hence the American Society's programme contains a provision that "Conferences between the Signatory Powers shall be held from time to time to formulate and codify rules of international law," and the English Society now includes the same provision. The object is partly to provide for the alteration and improvement of existing rules of international law, and partly to extend these rules to matters not at present covered by them; that is, to enlarge the area of justiciable disputes. "Our aim," says Mr. Woolf, "should be to make every dispute justiciable, so that every dispute arising between States could be, and would be, referred to a judicial tribunal for decision in accordance with a previously established general rule of international law"; and this is implied in Mr. GLADSTONE's formula, to which fresh currency has been given by Mr. ASQUITH: "The enthronement of the idea of public right as

the governing idea of European politics." Public right is dependent upon public law, and exists only in the field covered by public law; hence the extension of that field is a preliminary to the "enthronement of the idea of public right."

We have touched upon only two of the proposals which Mr. WOOLF collects. Amongst the others is the "Minimum Programme" of the "Central Organization for a Durable Peace," which is an international body having its headquarters at The Hague. This programme, in clause 3, looks to the work of The Hague Conference as the beginning of a new system of international justice, and suggests that it should be developed with a view to the peaceful organization of the Society of Nations; it recommends the creation, in addition to the existing Hague Court of Arbitration, of (a) a permanent Court of International Justice, and (b) a permanent International Council of Investigation and Conciliation. But in its other clauses it goes farther, and lays down principles which are beyond the immediate scheme of a League of Nations, though some at any rate are already winning acceptance: no annexation or transfer of territory contrary to the interests and wishes of the population concerned; liberty of commerce, or, at least, equal treatment for all nations; reduction of armaments, and that, in order to facilitate the reduction of naval armaments, the right of capture shall be abolished and the freedom of the seas assured; foreign policy to be under the effective control of the Parliaments of the respective nations; and, finally, "secret treaties shall be void."

Mr. KEEN's pamphlet follows the lines of Mr. WOOLF's book in comparing existing proposals, but is limited to the three referred to above, and is thus at once more concise and easier for perusal. It affords valuable confirmation of the necessity of making a Legislative Conference an essential part of any scheme. We have already pointed out how this is required in order to prevent the new reign of law from crystallizing the *status quo*. The *status quo* can be regarded in two aspects: first, the fixing of existing rules of international law, and, secondly, as fixing the existing relations of States and their participation in economic advantages. It is disputes under the second head which form the most fertile causes of war, and it is of corresponding importance to provide for their pacific settlement. "In current discussions and criticisms upon these schemes," says Mr. KEEN, "it appears to me that insufficient importance is commonly attached to the Legislative Conference which each scheme proposes. In removing the causes of great wars and in paving the way for freer, healthier, more secure and more cordial relations between the nations of the world, the Legislative Conference is probably destined ultimately to play a more important part than even the International Court of Justice or the Council of Conciliation." We have said above that those non-justiciable disputes would find their most obvious settlement in a compromise arranged by a Council of Conciliation. Mr. KEEN goes a step further and suggests that they might be dealt with by the formulation by the Legislative Conference of "some general law which would incidentally remove the particular cause of dispute, and thus forestall an actually threatened war." This is too difficult a matter to be usefully pursued at present, but the effect would be still further to widen the area of justiciable disputes, and thus extend the proper sphere of the Judicial Tribunal.

The schemes, both of the English and American Societies, provide for the use by the signatory States of their economic and military forces against any one of their number who goes to war before submitting the dispute for adjudication or settlement to the Judicial Tribunal or Council of Conciliation. It is, perhaps, intended that decisions on justiciable disputes shall be enforced by the members of the League; but in the case of non-justiciable disputes the disputant who is dissatisfied with the recommended settlement is left to the remedy of war if he pleases. This again emphasizes the advantage of enlarging the area of justiciable disputes.

The three pamphlets issued by the League of Nations Society which are mentioned above are a further contribution to the discussion of these proposals. We gave at the time a somewhat full report of the Conference of the Legal Profession held last July (61 SOLICITORS' JOURNAL, p. 680), and the complete record which is now available is specially valuable for its record of the criticisms directed against the scheme in its practical aspects; by Sir FREDERICK POLLOCK, who urged the necessity for an international executive; by Mr. SAMUEL GARRETT, who postulated the democratization of Germany as a condition of her participation; by Mr. BERNARD O'CONNOR, that the coercion of a defaulting nation was merely a perpetuation of war. The other pamphlets—Mr. ANEURIN WILLIAMS' "Minimum of Machinery" and Mr. RAYMOND UNWIN's "Functions of a League of Nations"—will be found useful summaries of the main points to which consideration must be directed. Mr. ANEURIN WILLIAMS foresees that it may be difficult at first to get the nations to agree to any very elaborate organization of the League; "especially that anything like a permanent Conference (or Parliament) of the League, and an executive having

\*The Framework of a Lasting Peace. Edited by Leonard S. Woolf. George Allen and Unwin, Ltd. 4s. 6d. net.

Hammering out the Details. By F. N. Keen, LL.B., Barrister-at-Law. A. C. Fifield. 6d. net.

The Minimum of Machinery. By Aneurin Williams, M.P.; and Functions of a League of Nations. By Raymond Unwin. League of Nations Society. 1d. and 2d.

Report of a Conference of the Legal Profession (Convened by the League of Nations Special Conference Committee), 23rd July, 1917, to discuss "The Possibility of a Durable Settlement by Means of a League of Nations." League of Nations Society.

Neutrality v. Justice: an Essay on International Relations. By A. J. Jacobs. T. Fisher Unwin, Ltd. 1s. net.

power to call upon the members to make war, would be regarded as practically setting up a super-State and infringing very heavily on the sovereignty of the existing States." But his suggested simplification seems to be confined to dispensing with an international executive, and leaving the League States to act, in case of necessity, by their separate Governments, though at the same time he asks for an improved system of communication between the Governments. "I suggest that the ambassadors of the league nations at The Hague would form a new centre of international diplomatic communication as to all matters affecting the League as a whole." For this there is now the model of the Allied Council of Versailles.

Mr. RAYMOND UNWIN's pamphlet is more ambitious. He urges the importance of extending, as we have pointed out above, the area of justiciable disputes, and covering by agreement cases where no treaty or accepted principle of international law is applicable; and he divides the functions of the League into (1) Consultative or Quasi-Legislative, including the reaching of agreements on general subjects, and the formulation, codification and revision of treaties and international laws; (2) Administrative: the carrying on of the affairs of the League, arranging for intercourse and common action, and for the execution of any of its decrees; (3) Judicial: the interpretation of agreements, treaties, and international laws, and the administration of justice between the members based on these; and (4) Conciliatory: the reconciling of differences not of a nature to be settled judicially. Each of these functions are discussed, and Mr. RAYMOND UNWIN, like Mr. WOOLF and Mr. KEEN, lays special stress upon the necessity for providing means for changing the *status quo* where this has been outworn by "a changing and progressive world." "An essential condition for the rule of law is an effective power in those governed by the law to modify it when necessary to suit changed circumstances and ideas. Without such power the enforcement of law upon a people leads straight to revolution; without it the enforcement upon a league of nations would lead to war." Mr. RAYMOND UNWIN works out his scheme in a draft plan of organisation, but for that we must refer those interested in the matter to his pamphlet.

We have just received the last publication on our list—"Neutrality versus Justice," by Mr. A. J. JACOBS, and this strikes out a line of its own. It sets forth no scheme for an International Court, whether of justice or conciliation, but looks to a defensive league as the one immediate object from which all the rest will follow in due course. Mr. JACOBS sees in the mutual defensive league of individuals the source from which law has been evolved, and he looks for the same process as between nations, if a beginning can be made with a defensive league. He thinks that nations would be willing to enter such a league, but would not adopt the proposal for an international tribunal. There is a certain force in his argument, and such a league might have the effect of preventing war. If at the outbreak of the present war France could have relied on the support of all the States now ranked on her side, the probability of its outbreak would certainly have been enormously reduced. And when once war is ruled out by the formation of a defensive league, the evolution of the machinery of law and justice should be assured. But we may reasonably look for some quicker way than this to the hoped-for reorganization of the community of nations.

### Book of the Week.

**Neutrality versus Justice.**—An Essay on International Relations. By A. J. JACOBS. T. Fisher Unwin (Limited). 1s. net.

### Correspondence.

#### Legal Reconstruction.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—By the fortuitous exercise at the Law Society's meeting on Friday, the 25th ult., of a "clowring" expedient, the Resolution that the Law Society's Council confer with the "Bar Council" upon the principle of legal "Reconstruction" was not put to the meeting.

Possibly it is of sufficient interest for it to be stated that this Resolution has been taken into consideration, and probably will be acted upon, by the Council, of which my informant was a member.

EDWARD A. BELL.

## CASES OF THE WEEK.

### House of Lords.

**HUGH STEVENSON & SONS (LIM.) v. AKTIENGESELLSCHAFT FÜR CARTON-NAGEN-INDUSTRIE.** 2nd and 5th November, 1917, and 26th January.

**WAR—CONTRACT—ENGLISH AND GERMAN PARTIES TO PARTNERSHIP AS AGENCY—DISSOLUTION OF PARTNERSHIP—TERMINATION OF AGENCY—PRESERVATION OF ENEMY RIGHTS OF ALIEN ENEMY IN PARTNERSHIP PROPERTY.**

The plaintiffs were an English limited company trading in Manchester. The defendants were a German company. On the outbreak of the war between this country and Germany the plaintiffs sought to have it declared that their partnership and appointment as sole agents in Great Britain for the sale of the defendants' machines under an agreement of 1906 were at an end, and that the defendants' interest in the partnership ceased as from 4th August, 1914.

The defendants admitted that the agency and partnership were ended, but they contended that they were entitled to a share of the profits made by the plaintiffs after the dissolution of the partnership, attributable to the use of the partnership machinery and also of their share of the capital by the English company.

Held, that as the answer to the defendants' contention depended not on contract, but on property, and as it was not the law of their country that the property of enemy subjects was confiscated, the defendants' right to have it back was merely suspended during the war. The defendants were therefore entitled to some allowance on the profits, in lieu of interest on the value of the machinery, attributable to the use by the English partner of the German partners' share in the capital of the business.

Decision of the Court of Appeal (61 SOLICITORS' JOURNAL, 146; 1917, 1 K. B. 842) affirmed.

Appeal by the plaintiffs, an English limited company, from an order of the Court of Appeal (Swinfen Eady and Banks, L.J.J., A. T. Lawrence, J., dissenting) which reversed in part a judgment of Atkin, J. On the facts the Court of Appeal held that the defendants, a German company, were entitled to a share of the profits made after the dissolution of the partnership by the English company's carrying on the business after the 4th August, 1914, with the aid of the German company's share in the machinery and capital.

After consideration their lordships affirmed the decision of the majority of the Court of Appeal.

Lord FINLAY, C., said the two companies traded in England prior to the outbreak of the war and carried on in partnership a business described as a clamp factory. It was admitted that the effect of the war was to dissolve the partnership at once. The dispute, so far as this appeal was concerned, turned on what ought to be done in respect of the German company's share in the machinery belonging to the partnership and still used by the English firm, who continued to carry the business on. The English company, in June, 1915, commenced an action under the Legal Proceedings against Enemies Act, 1915 (5 Geo. V. c. 36), asking for a declaration that they should account to the German company for the machinery at the price at which it stood in the books of the partnership on the 4th August, 1914, or, alternatively, at its value on that date. Atkin, J., made a declaration as asked. Now the effect of that judgment was that the learned Judge held that the German company were entitled to the value of their share in the property of the partnership as on the 4th August, 1914, but were not entitled to any profits of, or interest in, the capital of the partnership after that date. In other words he held that the English company were entitled to use the machinery for the purposes of their business without making any allowance to the German partner for the use of his interest therein. The German partner was not entitled to any payment so long as the war lasted, but the declaration of Atkin, J., was too wide, for it prevented the German partner getting, on the conclusion of peace, anything beyond the capital value of his interest in the machinery at the date of dissolution. The Court of Appeal, while agreeing that the partnership was dissolved on the 4th August, 1914, held that the German company were entitled to their share in the profits of the partnership, including the goodwill (if any), after the dissolution, attributable to the use by the English partner of the German partner's share in the machinery to earn profits. From that decision this appeal was brought by Messrs. Stevenson and Sons. In his lordship's opinion the appeal failed. What took place here was that the English partner continued the business, using the machinery to earn profits. The German partner was, of course, not entitled to any share of the profits attributable to the skill or industry of the English partner, but some portion of the profits might be attributable to the machinery used and the enemy partner would be entitled to some allowance in respect of his interest therein. Or to put the matter in another way, some allowance might be made in lieu of interest on its value in respect of the use by the English partner of the German share in the machinery. That appeared to follow from the principle that the property of an enemy was not confiscated, though his right to have it back was suspended during war. It was strenuously contended that in the case of a debt to a foreigner bearing interest, no interest

could accrue during the existence of hostilities between the countries of the debtor and creditor, and in support of this proposition two American cases were cited, *Hoare v. Allan* (2 Dall. 102) and *Brown v. Hyatt* (15 Wall. 177), the latter a decision of the Supreme Court of the United States. These decisions were not, however, in conformity with English law. The rule of international law on this point, in the view of the Courts of this country, appeared to have formed the subject of no express decision in England. The judgment of Lord Ellenborough, however, in *Off v. Oxholm* (6 M. & S. 92), appears to imply that, in his view, interest on such a debt would not cease to run during the continuance of the war, but the point did not appear to have been argued. It was difficult to see on what principle the interest was to be forfeited if private property was to be respected. But in any case, even if these American decisions were right, the consequences contended for by the appellants would not follow. The question here was not of contract but of property, and what was equitable as between two partners in respect of the property of the firm. If the English partner used the machinery which was in part the property of the enemy partner, why should not he in justice make some allowance in respect of this use? The price representing the value of the interest of the machinery had not been paid, and it would not be in accordance with law to allow a declaration to stand which would bar all right to share in any profits which might be found to be attributable to the use of the machinery, or some allowance by way of interest on the value of the German partner's share in it.

VISCOUNT HALDANE, LORDS DUNEDIN, ATKINSON and PARMOOR read judgments to the like effect, and the appeal was accordingly dismissed.—COUNSEL, for the appellants, *Leslie Scott, K.C.*, and *H. E. Wright*; for the respondents, *Schiller, K.C.*, and *C. W. Lilley*. SOLICITORS, *Burn & Berridge*; *Herbert Smith, Goss & Co.*

(Reported by *ERKINS RIDE, Barrister-at-Law.*)

## Judicial Committee of the Privy Council.

"THE ALWINA." 10th, 11th December, 1917; 22nd January, 1918.

PRIZE LAW—NEUTRAL VESSEL—INTENTION TO SUPPLY ENEMY WARSHIPS WITH COAL—FALSE PAPERS—VOYAGE ABANDONED—CAPTURE ON RETURN—RESTITUTION—COSTS.

By the Declaration of London, as modified by Orders in Council, a neutral vessel is not liable to capture upon the ground merely that she had carried contraband on a previous occasion if such carriage is, in point of fact, at an end. A ship belonging to a Dutch subject loaded coal at Newport (Mon.). The coal was ostensibly consigned to a Buenos Ayres firm, to whom the vessel was chartered. She went to Tenerife, there to get bunker coal, but was not able to obtain any. While there her master, who had become suspicious that the coal was destined for German warships, received orders to sell the steam coal and proceed to Madeira for orders, on the ground that, the hire not having been paid, the charter was thereby cancelled. Off Madeira the ship was ordered by naval officers to go to Gibraltar for investigation. Afterwards she was allowed to leave Gibraltar, and her master loaded a cargo of sulphur ore at a port in Spain for a Dutch seaport, but while making up Channel the ship had to put into Falmouth for repairs, and was there seized as prize. The President (Sir S. T. Evans) held that, although the vessel had carried contraband with false papers, and in circumstances amounting to fraud in regard to belligerents, nevertheless, on the principle of law above stated, the ship was immune from capture; but he ordered the owners to pay all costs incident to the capture and detention, and also of, and incident to, the prize proceedings.

Held, dismissing the Crown's appeal, that as the vessel never succeeded in carrying contraband to the enemy, and never proceeded to an enemy port, the case fell without the cases specified in the Orders of Council as rendering this ship liable to capture, and the decision appealed from must be upheld.

Decision of Sir S. T. Evans, P. (reported 60 SOLICITORS' JOURNAL, 540; 1916, P. 131), affirmed.

Appeal by the Crown from a decision of Sir S. T. Evans, P. The facts sufficiently appear from the headline. The appeal was heard before a Board consisting of Lords Parker of Waddington, Sumner, Parmoor, Wrenbury, and Sir Arthur Channell. The considered opinion of THE BOARD was delivered by

LORD SUMNER, who said: This was the Crown's appeal for the condemnation of the steamship *Alwina*, on the ground that she was when seized, or had been, engaged in unnatural service. He detailed the facts, and said that somehow from the time she got to Tenerife the notion got about that her cargo was being exported for the supply of the German squadron in the South Atlantic. The opinion of the learned President about the whole matter was expressed as follows:—"The correct finding, in my view, is that the vessel, being a neutral vessel, was carrying contraband—namely, coal intended to be delivered to enemy agents or enemy vessels of war encountered on the voyage, and that she was also carrying the contraband with false papers, with a suspicious supercargo, with a false destination, and in circumstances amounting to fraud in regard to belligerents. . . . What is clear is that De Poorter, the shipowner himself, was an active party in the attempt to convey the contraband to the enemy by the false and fraudulent tricks and devices which he adopted." On grounds of law the President, however, released the ship, but he ordered that the owner should pay all the costs of, and incident to, the capture and detention, and also of, and incident

to, the prize proceedings. From that decision there were two appeals, which had been consolidated, the Crown claiming condemnation, the owners claiming that the costs and expenses ought to be borne by the Crown. The cross-appeal by the owners was, in fact, withdrawn, and their lordships thought the owners were well advised in withdrawing it. Now the owners claimed the benefit of the Declaration of London as modified by Orders in Council of the 20th August and 29th October, 1914. By article 38 "a vessel may not be captured on the ground that she has carried contraband on a previous occasion if such carriage is, in point of fact, at an end," and this, as modified, became under the first Order, "a neutral vessel which succeeded in carrying contraband to the enemy with false papers may be detained for having carried such contraband if she is encountered before she has completed her return voyage"; and under the second, "a neutral vessel, with papers indicating a neutral destination, which, notwithstanding the destination shewn on the papers, proceeds to an enemy port, shall be liable to capture and condemnation if she is encountered before the end of her next voyage." In *The Zamora* (59—614 SOLICITORS' JOURNAL; 1916, 2 A. C., at p. 97) their lordships had occasion to observe:—"It does not follow that because Orders in Council cannot prescribe or alter the law to be administered by the Prize Court, such Court will ignore them entirely. On the contrary, it will act on them in every case in which they amount to a mitigation of the Crown rights in favour of the enemy or neutral, as the case may be." There could be no doubt, from the recitals contained in these instruments and otherwise, that the provisions above quoted were meant to operate in favour of neutrals, and to be a restrictive definition of the rights which his Majesty would exercise as a belligerent sovereign in the present war, so long as they remained unrescinded. Whether the difference between these provisions and the general rules of international law, as laid down before the outbreak of this war, be great or small, or took one form or another, it was not necessary to inquire. Unless this neutral vessel fell within the cases specified, it was enough for present purposes to say that "she may not be captured," that was, in the course of her voyage from Huelva to Rotterdam, "on the ground that she had carried contraband on a previous occasion," to wit, coal on an outward voyage from Newport (Mon.) as far as Tenerife, "if such carriage is at an end," as it was as soon as the coal was safely landed there. Now, she never succeeded in carrying contraband to the enemy, and she never proceeded to an enemy port, and so she had the good fortune to fall outside the cases specified and to escape condemnation. Such was the President's decision, and their lordships thought it was right. They would humbly advise his Majesty that both these appeals should be dismissed, with costs."—COUNSEL, for the Crown, *Sir F. Smith, A.G.*, *Bateson, K.C.*, and *H. H. Joy*; for the respondents, *R. A. Wright, K.C.*, and *R. W. Bisschop*. SOLICITORS, *The Treasury Solicitor*; *Tarry, Sherlock, & King*.

(Reported by *ERKINS RIDE, Barrister-at-Law.*)

## King's Bench Division.

THE PYMAN S.S. CO. v. COMMISSIONERS OF THE ADMIRALTY. Bailhache, J. 11th January.

REQUISITION OF VESSEL BY ADMIRALTY—CHARTER-PARTY T99—INDEMNITY AGAINST WAR RISKS—IMMINENT PERIL FROM MINES—SALVAGE—ADMIRALTY CONTRIBUTION.

A vessel was requisitioned by the Admiralty on the terms of undertaking risks from war perils only. The vessel became disabled by the loss of her propeller whilst she was between two German minefields, and was being driven by wind, tides and sea towards one of the minefields, when salvage services were rendered to her by another vessel, which towed her into port. The Admiralty denied liability to contribute to payment for salvage on the ground that the vessel had not been rescued from a war peril.

Held, that the vessel having been saved from an imminent risk of drifting on to the minefield, although she had not actually drifted thereon, the Admiralty was liable under its contract to contribute a proportion of the sum paid for salvage services.

Appeal from an award by an arbitrator. The steamship *Raithwaite*, belonging to the plaintiff company, was requisitioned for immediate Government service by the Admiralty on 15th February, on the terms of Charter-party T99. These terms were contained in paragraphs 18 and 19 thereof, and thereby the Admiralty undertook the risks from war perils only, and not from the perils ordinarily insured against under marine policies. On a voyage from Rotterdam to the Tyne, on 17th February, 1915, *The Raithwaite* broke her intermediate propeller, and was disabled. Salvage services were rendered to her by the steamship *Caledonia*, and she was towed back to Rotterdam. The situation at the time was that the vessel was situated between two minefields, with wind, tides and sea driving her towards the German minefields. The plaintiffs, or their underwriters, having paid £3,000 for these salvage services, claimed that the Admiralty were liable for a proportion of this sum as being paid for the rescue of the vessel from a war peril, as both the salvaging and the salvaged vessels were in more danger, owing to the risk of minefields, than to the ordinary risks likely to accrue during the performance of salvage services. The Admiralty disputed liability, and the question was referred to an arbitrator, who found that the Admiralty were liable for £750 as being a reasonable sum for the purpose of safeguarding the vessel from loss or injuries from war risks which were reasonably apprehended, and

for which the Admiralty were liable under the charter-party. The Admiralty appealed.

BAILHACHE, J.—It was perfectly true, as contended by the owners, that in these times any vessel which suffered a sea peril also incurred a war peril, in a greater or less degree, at the same time. In the North Sea, especially, there was always the danger of minefields and submarines, and perhaps the only way to escape was by superior speed, but in this case the vessel had lost all power of motion. This vessel was exposed to the particular danger of drifting on to a minefield, and she was saved from that particular danger by *The Unedonia*. Suppose that the only risk had been that of the vessel drifting on to the minefield, there being no sea peril. Which of these two parties would have to pay the salvors the £750? It was argued for the Admiralty that the owners would have to pay unless the ship had drifted so far as to be actually on the minefield. He could not take that view. It seemed that if there were an imminent risk of the vessel drifting on to the minefield, there being no sea peril, which of these two parties would have reached it, the case would come within clause 19 of the charter-party under which the Admiralty Commissioners would be liable. It could not be said that the ship must have actually drifted on to the minefield before they would be liable to pay for the salvage. It was true that it was a peril of the sea which caused the war peril to come into operation, but that was not material in the present case, as this was not a question of *proxima causa* under an insurance policy. He was not regarding the Admiralty Commissioners as insurers, but as contractors in the form of clause 19 of the charter-party. Nor were the Admiralty liable because they had derived benefit from a salvage service. Many persons derived benefit from salvage services who were not liable to pay for them. His decision rested on the contract by the Commissioners to pay for any damage suffered by the ship through any war peril. The result was that the arbitrator's award would stand.—COUNSEL, *The Solicitor-General* (Sir Gordon Hewart, K.C.) and C. R. Dunlop, for the Admiralty; R. A. Wright, K.C., and R. H. Balloch, for the owners. SOLICITORS, *The Treasury Solicitor*; Botterell & Roche, for Botterell, Roche, & Temperley, West Hartlepool.

[Reported by G. H. KNOTT, Barrister-at-Law.]

## Probate, Divorce and Admiralty Division.

In the Estate of J. RANKIN (Deceased). Coleridge, J.  
21st January.

PROBATE—DECEASED DOMICILED IN SCOTLAND—PROPERTY IN SCOTLAND AND ENGLAND—GRANT OF PROBATE IN SCOTLAND TO A CORPORATION—APPLICATION TO RESEAL CONFIRMATION OF PROBATE IN ENGLAND TO THE SAID CORPORATION UNDER THE CONFIRMATION OF PROBATE ACT, 1858 (21 & 22 VICT. C. 56), s. 12—APPLICATION REFUSED.

The deceased, who died domiciled in Scotland, left property in England as well as in Scotland. The Scotch Courts granted probate to the Royal Exchange Assurance Corporation as executor of the deceased. This was an application that confirmation of the probate should be resealed to the said corporation by the Registrar of the Probate Division under section 12 of 21 & 22 Vict. c. 56.

Held, that, as by English law a corporation cannot take probate, but can only take administration, with the will annexed, to a syndic appointed by the corporation, and as section 12 of 21 & 22 Vict. c. 56 only applies to a person who is competent to take probate, the application must be refused.

Counsel stated that the deceased died in June, 1917, leaving property in England, as well as in Scotland, where he was domiciled. In Scotland probate had been granted to the Royal Exchange Assurance Corporation, but the Registrar of the Probate Division in this country had refused to reseat the confirmation of the probate on the ground that a corporation cannot take probate by English law—the reason being that a corporation cannot take the necessary oath—and had therefore to appoint a syndic to take a grant of administration, with the will annexed, on their behalf. This application was brought under section 12 of 21 & 22 Vict. c. 56, which ran as follows:—"From and after the date aforesaid, when any confirmation of the executor of a person who shall in manner aforesaid be found to have died domiciled in Scotland, which includes, besides the personal estate situated in Scotland, also personal estate situated in England, shall be produced in the Principal Court of Probate in England, and a copy thereof deposited with the registrar, together with a certified copy of the interlocutor of the commissary finding that such deceased person died domiciled in Scotland, such confirmation shall be sealed with the seal of the said Court and returned to the person producing the same, and shall thereafter have the like force and effect in England as if a probate or letters of administration, as the case may be, had been granted by the said Court of Probate." Counsel cited and discussed the Sheriff Courts of Scotland Act, 1876 (39 & 40 VICT. C. 70, s. 42), *In the Goods of Ryde* (L. R. 2 P. & D. 86), *In the Goods of Dark* (Deceased) (1 Sw. & T. 516), *Hawarden v. Dunlop* (31 L. J. P. 17), *In the Goods of Webster* (29 L. J. P. 66), *In the Goods of Gordon* (29 L. J. P. 67), and submitted that the practice was against the Acts of Parliament, and it was perfectly clear that the registrar had no right to impose an obstacle. He asked the Court for a direction to the registrar to reseat the confirmation.

COLERIDGE, J.: This Court is asked to reseat probate granted in Scotland to a corporation. [Having read section 12 of 21 & 22 Vict.

c. 56 (*supra*), he continued]: By Scotch law a corporation can take probate; by English law a corporation (except a corporation sole) cannot take probate, but a syndic appointed by them can take a grant of administration, with the will annexed, on their behalf. It has been argued that the statute is clear in terms. In my opinion, that only applies to a person who is competent by the law of England to take a grant. The question has arisen in other courts in the case of a minor, and such a grant has been refused on the ground of incompetence. That equally applies to a corporation in this country. Although the Act directs sealing, that can only apply when the confirmation is to a competent person.—Leave to appeal.—COUNSEL, Wallace, K.C., and Le Bas. SOLICITOR, Shirley W. Woolmer.

[Reported by O. G. TALBOT-PONSONBY, Barrister-at-Law.]

IN PRIZE, "THE GLENROY." Sir Samuel Evans, P. 17th January.  
PRIZE LAW—ENEMY CARGO—SOLD IN PORT—PROCEEDS SEIZED AS PRIZE—CONDEMNATION.

Where enemy cargo of a perishable nature was sold in a port where it was liable to seizure as prize, and the proceeds were paid into an account for whom it might concern, and the proceeds of sale were subsequently seized as prize.

Held, on the issue of writ of prize, that such proceeds of sale could be condemned as droits of Admiralty, and they were accordingly condemned.

This was an application by the Crown for the condemnation of the proceeds of sale of a perishable cargo which had been shipped at Shanghai, before the outbreak of the war, on a British steamer by a German firm carrying on business in Germany and China. The cargo was consigned to Antwerp and Rotterdam to order. The ship was diverted to London on 19th August, 1914, and the cargo was warehoused, and subsequently sold as being perishable for the account of the persons concerned, and the proceeds of sale deposited in the bank, where they remained till 1917, when they were paid over to the Admiralty Marshal and seized as prize, and now a writ of prize had been issued claiming the condemnation of these proceeds of sale as droits of Admiralty.

EVANS, P., after stating the facts, said: It is clear on these facts that the bags of seed belonged to the enemy. When at sea, and while they remained in port, the goods were subject to capture or seizure by the Crown. There is no evidence that they went further afield than the Port of London, and they were there sold. I think that the goods were merely converted in port into money, and as they were subject to seizure and condemnation had they remained in specie, so their proceeds, nothing else having intervened to change their character, are also subject to condemnation. I accordingly condemn the net proceeds.—COUNSEL, Sir Gordon Hewart, S.G., and M. Shearman. SOLICITOR, for the Procurator-General, *The Treasury Solicitor*.

[Reported by L. M. MAY, Barrister-at-Law.]

## CASES OF LAST SITTINGS. Court of Appeal.

CASDAGLI v. CASDAGLI. No. 1. 3rd, 4th, 5th and 20th December.

DIVORCE—DOMICILE—RESIDENCE IN FOREIGN STATE—MEMBER OF EXTRA-TERRITORIAL COMMUNITY.

In a divorce suit the respondent was resident in Egypt, his domicile of origin being English.

Held (Scrutton, L.J., dissenting), that residence in a foreign State as a privileged member of an extra-territorial community was ineffectual to create a new domicile of choice, and therefore proceedings by the wife were competent in the English Courts.

Decision of Horridge, J. (*ante*, p. 246), affirmed.

Appeal from a decision of Horridge, J. (reported *ante*, p. 246), which dismissed an act on petition by the husband, Demetrius Emmanuel Casdagli, on his wife's petition for divorce. The facts, which fully appear from the judgment of Horridge, J., raised the question whether the husband, whose domicile of origin was English, had under the circumstances stated acquired an Egyptian domicile, and consequently the English Court had no power to entertain the suit for divorce brought by his wife, who had been born in Egypt, and had always been and still was domiciled there.

SWINFEN EADY, L.J., in the course of a written judgment, said the husband alleged in the action on the petition filed in July, 1916, that he was born in England, and that his father was a naturalized British subject born of Russian parents. Since 1895 he had resided, and had his permanent home, and had acquired a domicile of choice in the British Protectorate of Egypt, where he married his wife, and neither he nor she had ever had a matrimonial home or residence in England, and they were not domiciled in England. He registered on his arrival in Egypt as a British subject at the British Consulate, and was still so registered. He was also a member of the Greek Orthodox Church. Under the Ottoman Order in Council of 1910 the Consular courts could not entertain the petitioner's suit, and if the appellant's contentions were right there was no court which could do so. In *Bell v. Kennedy* (1868, L. R. 1 H. L. Sc. 320) Lord Westbury stated that domicile was more than mere residence. In *Abd-ul-Messih v. Chukri-Farra* (13 App. Cas. 431) the position of persons resident in Egypt under British protection was described by Lord Watson, and it was held that there was no such

thing known to the law as domicile arising from society, and not from connection with a locality (see also *Re Tootal's Trusts*, 23 Ch. D. 532, and *Udny v. Udny*, 1868, L. R. 1 H. L. Sc. 441). The only authority in support of the appellant's contention that he had acquired a domicile in Egypt was a case in the United States—*Mather v. Cunningham* (105 Maine Rep. 326)—decided in 1909, but it was inconsistent with the view of domicile adopted and acted upon by the English courts. In his opinion the order of Horridge, J., was right, and the appeal failed. WARRINGTON, L.J., was of the same opinion.

SCRUTTON, L.J., dissented. The case involved the question whether any rule of law prevented a man who both resided and intended to reside permanently in an Eastern country, where by treaty he was subject in all or some respects to ex-territorial jurisdiction of his Sovereign, from acquiring a domicile of choice there, his *lex domicilii* being the law which the Sovereign of the country allowed the foreign Sovereign to administer. When a person had a permanent home in such a country, he was unable to see how such a privilege prevented a subject of that country who resided and intended permanently to reside in that country from acquiring domicile there. The same law would be administered to British subjects in Egypt whether they were held domiciled there or residents with the intention of returning. It was only so far as domicile was treated as a condition precedent to certain rights or jurisdictions that the position would be affected. The English Courts whose jurisdiction depended on English domicile would have no jurisdiction to decide the marriage of English subjects domiciled in Egypt. It was impossible to believe that any pair of spouses entered into marriage relying on a careful consideration of the decision in *Tootal's Trusts* (*supra*), and he saw a great disadvantage in requiring a couple whose whole life was Greek and Egyptian, and whose permanent home was in Egypt, to decide their matrimonial differences a thousand miles away. He thought this Greek-Egyptian couple had a domicile in Egypt, where they obviously had their permanent home. The English Court therefore had no jurisdiction to dissolve their marriage, and the appeal, in his opinion, should be allowed.—COUNSEL, *George Wallace, K.C.*, and *J. H. Murphy*, for the appellant; *Hume-Williams, K.C.*, and *Patrick Hastings*, for the respondent. SOLICITORS, *Hatchett-Jones & Co.; Treherne, Higgins & Co.*

[Reported by *ERKINS REID*, Barrister-at-Law.]

## New Orders, &c.

### New Statutes.

On 6th February the Royal Assent was given to the following Acts:—

Coal Mines Control Agreement (Confirmation) Act, 1918.  
Bishops of Bradford and Coventry Act, 1918.  
Wills (Soldiers and Sailors) Act, 1918.  
Metropolitan Police Act, 1918.  
Midwives (Ireland) Act, 1918.  
National Registration (Amendment) Act, 1918.  
National Health Insurance Act, 1918.  
National Insurance (Unemployment) Act, 1918.  
Redistribution of Seats (Ireland) Act, 1918.  
Military Service Act, 1918.  
Non-Ferrous Metal Industry Act, 1918.  
Representation of the People Act, 1918.  
Port of Glasgow Water Works Confirmation Act, 1918.

### War Orders and Proclamations, &c.

The *London Gazette* of 1st February contains the following:—

1. An Order in Council, dated 1st February, varying the Statutory List under the Trading with the Enemy Amendment Act, 1916. Additions are made as follows:—Argentina, Paraguay and Uruguay (9); Bolivia (1); Brazil (6); Central America (10); Chile (1); Colombia (2); Cuba (1); Denmark (1); Hayti and Dominican Republics (1); Netherlands (13); Netherland East Indies (3); Norway (3); Peru (3); Spain (26); Sweden (1). There are also a number of removals from and variations in the List, and the usual notices are appended (see *ante*, p. 10). A List (The Consolidated List, No. 46a) consolidating all previous Lists, revised to date and including the present amendments, is issued concurrently with this Order. This Consolidated List contains all the names which up to this date are included in the Statutory List.

2. An Order of the Minister of Munitions, dated 30th January (printed below), constituting Birmingham a special area for the purpose of Defence of the Realm Regulations 2A (2).

3. The Tar Oils Control Order, 1918, dated 1st February, made by the Minister of Munitions (printed below).

4. An Order of the Minister of Munitions, dated 29th January (printed below), constituting a special area in the County of Lincoln for the purpose of Defence of the Realm Regulation 2A (2).

5. A Ministry of Munitions Notice, dated 1st February (printed below), as to Maximum Prices for Iron and Steel.

6. The Rosin Control Order, 1918, dated 31st January, made by the Minister of Munitions (printed below).

7. The Rough Dried Leather Order, 1918, dated 26th January, 1918, made by the Army Council (printed below).

8. A Notice that the following Orders have been made by the Food Controller:—

The Sugar (Rationing) Order, 1918 (Notice as to Sugar Ration, dated 31st December, 1917) (*ante*, p. 236).  
The Margarine (Requisition) Order, 17th January, 1918 (*ante*, p. 273).  
The Cattle Feeding Stuffs (Requisition) Order, 21st January, 1918 (*ante*, p. 274).  
The Raw Cocoa (Returns) Order, 19th January, 1918 (printed below).  
The Milk (Registration of Dealers) Order, 8th January, 1918 (*ante*, p. 271).

9. The following Admiralty Notice to Mariners:—

(1) No. 122 of the year 1918, dated 25th January (revising No. 382 of 1917, which is cancelled):—Scotland, East Coast:—

Firth of Forth—Traffic Regulations.—These include regulations for the examination of all merchant vessels entering the Firth of Forth:—“(2) All merchant vessels entering the Firth of Forth are to proceed to the Examining Station to be passed by the Examining Officer and given the ‘Special Signal’ before proceeding to any port in the Firth of Forth. On arrival at the Examining Station they are to ‘heave to’ and await instructions from the Examination Steamer. If then ordered to the Examination Anchorage, they are to proceed there, anchor, and await further instructions. In the meantime they are to hold no communication with any other merchant vessel or with the shore without permission.”

(2) No. 123 of the year 1918, dated 26th January (revising No. 37 of 1918, which is cancelled):—Scotland, East Coast:—

Firth of Forth, West of Inchkeith—Notice to Trawler Owners and Skippers of Trawlers.

(3) No. 126 of the year 1918, dated 28th January (printed below), revising various former Notices as to the forbidden area in the Irish Channel.

The *London Gazette* of 5th February contains the following:—

10. A translation of the Portuguese Decree of the 3rd January, 1918, respecting the release of Allied and neutral merchandise found on enemy vessels in Portuguese harbours, the purport of which is printed *ante*, p. 235.

11. An Admiralty Order, dated 31st January, that “From daylight on 10th February, 1918, and until further orders, no vessels other than H.M. Ships, those in Government employ, or those granted special permits will be permitted to navigate the Caledonian Canal; and entrance thereto, either at Inverness or Corpach, is prohibited as from that date”; with incidental regulations.

12. Three Admiralty Notices to Mariners, all dated 1st February, as follows:—

(1) No. 151 of the year 1918 (republishing No. 88 of 1918): England, South Coast.—(1) Falmouth Harbour Approach—Traffic Regulations.

(2) No. 154 of the year 1918: Scotland, West Coast—Firth of Clyde, Isle of Arran.—Lamlash Harbour Entrances—Traffic Regulations.

(3) No. 155 of the year 1918: Ireland, East Coast.—Belfast Lough—Traffic Regulations:—A gateway, marked by two light-buoys shown on the chart, has been established on the northern side of the entrance to Belfast lough. Vessels approaching Belfast must be careful to look out for and close the Patrol Vessels off the port, and strictly observe any instructions communicated to them by the Patrol.

13. We also print below the following Food Order:—

The Edible Offals (Maximum Prices) Order, dated 12th January, 1918.

### Army Order.

#### THE ROUGH DRIED LEATHER ORDER, 1918.

In pursuance, &c., the Army Council hereby order as follows:—

1. No person shall, without a permit issued by or on behalf of the Director of Raw Materials, dry out for sale in the rough state any leather produced from British or imported Ox, Cow, Heifer or Bull Hides.

2. This Order shall come into force on the 1st day of February, 1918.

3. This Order may be cited as the Rough Dried Leather Order, 1918.

26th January.

### Admiralty Order.

#### NOTICE TO MARINERS.

No. 126 of the year 1918.

IRISH CHANNEL—NORTH CHANNEL.

Restriction of Navigation.

Former Notices:—Nos. 137, 1039 and 1170 of 1915; Nos. 8, 132, 230, 352, 458, 584, 704, 838, 970, 1094, 1214 and 1350 of 1916; Nos. 9, 132, 249, 366, 449, 552, 659, 763, 889, 1025, 1130 and 1249 of 1917; No. 10 of 1918; hereby cancelled.

Mariners are hereby warned that, under the Defence of the Realm (Consolidation) Regulations, 1914, the following Regulations have been made by the Lords Commissioners of the Admiralty and are now in force:—

The navigation and use of the undermentioned area is entirely forbidden to all ships and vessels of every size and nationality:

Bounded on the North-West by a line joining (a) and (b):

(a) Latitude 55° 22' N., Longitude 6° 17' W.

(b) Latitude 55° 31' N., Longitude 6° 02' W.

Bounded on the South-East by a line joining (c) and (d):

(c) Latitude 55° 13' N., Longitude 5° 30' W.

(d) Latitude 55° 02' N., Longitude 5° 40' W.

Bounded on the South-West by a line joining (a) and (d).

Bounded on the North-East by a line joining (b) and (c).

All traffic wishing to proceed through the North Channel must pass to the southward of Rathlin Island between sunrise and sunset; no ship or vessel is to be within 4 miles of Rathlin Island between sunset and sunrise.

Note.—This Notice is a revision of the former Notices quoted above.  
28th January.

## Ministry of Munitions Orders.

### PROTECTION OF MUNITION WORKERS.

The Minister of Munitions, being of opinion that as respects the area specified in the Schedule annexed hereto in which the work of manufacturing, producing, repairing, storing or transporting war material is being carried on, the ejection from their dwellings of workmen employed in that work is calculated to impede, delay or restrict that work, in pursuance of the powers conferred upon him by the Defence of the Realm Regulations, hereby orders and declares that the area specified in the Schedule annexed hereto is a special area for the purpose of sub-section 2 of Regulation 2A of the Defence of the Realm Regulations.

29th January.

#### SCHEDULE.

The Urban Districts of Scunthorpe, Brumby and Frodingham, and the Parishes of Crosby and Ashby, all in the county of Lincoln.

[Order as above.]

30th January.

#### SCHEDULE.

The area contained within the circumference of a circle the centre of which is situate at Birmingham Town Hall and the radius of which is ten miles in length.

[Reg. 2A (2) protects munition workers from ejection, 61 SOLICITORS' JOURNAL, p. 780.]

### THE TAR OILS CONTROL ORDER, 1918.

Whereas the Minister of Munitions is desirous of cancelling the Order controlling Tar Oils made by him on the 23rd October, 1917, as from the 1st February, 1918, and of substituting the following Order therefor:

Now the Minister of Munitions, in exercise, &c., gives notice and orders as follows:—

1. *Requisitioning of Tar Oils.*—He hereby takes possession as from the 1st February, 1918, until further notice of all Tar Oil as hereinafter defined then or thereafter situate in the United Kingdom.

2. *Prohibition of Dealings.*—If any person having control of any such Tar Oil of which possession has been taken under clause 1 hereof without the consent of the Minister of Munitions sells, removes, or secretes it, or deals with it in any way contrary to any conditions imposed in any licences that may be granted in respect thereof, he will be guilty of an offence against the Defence of the Realm Regulations.

3. *Prohibition of Purchases.*—No person shall on or after the 1st February, 1918, until further notice purchase or take delivery of any such Tar Oil, except under and in accordance with the terms of a licence issued under the authority of the Minister of Munitions, or offer to sell, sell, supply, or deliver any such Tar Oil to any person other than the holder of such a licence and in accordance with the terms thereof. Provided that no such licence shall be required:—

(a) By any person for the purchase and delivery of such Tar Oil in quantities not exceeding an aggregate of 5 gallons during any one calendar month.

(b) By any person, after the first application by him for and pending the granting or refusal of a licence, for the delivery to him under a contract in writing existing at the date hereof and lawfully entered into of such Tar Oil for the purpose of benzol washing, or the manufacture of disinfectants, antiseptic drugs, lamp or vegetable black, or fuel, to a total amount not exceeding the amount of one month's average monthly deliveries under such contract during the three calendar months immediately preceding the date hereof.

In every case where any such Tar Oil is sold or bought under licence the contract note shall specify the grade to be delivered in accordance with the licence issued to the purchaser, and the oil so delivered shall be in reasonable accordance with the grade so specified. The contract note shall also show in detail the actual f.o.r. or f.o.b. price of the oil to be delivered and all additions and extra charges, whether for freight or otherwise.

4. *Maximum Prices.*—No purchase or sale of any such Tar Oil or offer to purchase or sell the same, unless such purchase, sale or offer

is made under and in accordance with the terms of a licence issued under the authority of the Minister of Munitions and authorizing some other price or prices, shall in the case of any class of Tar Oil specified in the schedule hereto be at a price exceeding the price fixed for the same in the said schedule; provided that this clause shall not apply to any deliveries under and in pursuance of a contract in writing entered into prior to the 13th July, 1917.

5. *Restriction on Use.*—No person, whether he is or is not the actual producer of such Tar Oil, shall on and after the 1st February until further notice use any Tar Oil exceeding in quantity 5 gallons in any one calendar month for the purpose of or in connection with any manufacture or work, except under and in accordance with the terms of a licence issued under the authority of the Minister of Munitions.

6. *Returns.*—All persons producing Tar Oil or holding any stock thereof shall furnish to the Controller of Explosives Supply, Storey's Gate, Westminster, S.W. 1, as and when required by him such returns of Tar Oils at any time manufactured, purchased, sold, supplied, delivered or used by them at such times and in such form as the said Controller of Explosives Supply shall from time to time direct.

7. *Continuation of Former Returns.*—All persons heretofore required by the Minister of Munitions to furnish returns relating to Tar Oil shall until further notice continue to furnish returns in accordance with such previous requirements.

8. *Definition.*—For the purpose of this Order the expression "Tar Oil" shall mean Light Oil, Sharp Oil, Creosote Oil, Green Oil, and Anthracene Oil, and any other oil produced from or containing an admixture of oil produced from the distillation of gas coal tar, coke oven tar, oil gas tar, producer gas tar, water gas tar, and Mond gas tar or any of them with the exception of crude benzol, crude naphtha, crude solvent naphtha, solvent naphtha, heavy naphtha, crude carbofic acid, light oil containing recoverable amounts of benzol and toluol, and oils produced from the said Tars or any of them containing more than 50 per cent. of pyridine or any other tar bases.

9. *Cancellation.*—The above-mentioned Order of the Minister of Munitions of the 23rd October, 1917, is hereby cancelled as from the 1st February, 1918, but such cancellation shall not revive any Order thereby cancelled, or affect the previous operation of the said Order of the 23rd October, 1917, prior to the 1st February, 1918, or the validity of any action taken thereunder, or the right of the Minister to any oil of any description of which possession was thereby taken, or the liability to any penalty or punishment in respect of any contravention or failure to comply with the said Order of the 23rd October, 1917, prior to its cancellation, or any proceeding or remedy in respect of such penalty or punishment.

10. *Title.*—This Order may be cited as the Tar Oils Control Order, 1918.

11. *Licences.*—All applications for licences under this Order shall be made to the Controller, Mineral Oil Production Department, Ministry of Munitions, 8, Northumberland-avenue, W.C. 2.

### THE SCHEDULE.

[Maximum Prices.]

### IRON AND STEEL.

NOTICE ALTERING MAXIMUM PRICE OF MARKED BARS, AND LIMITING EXTRAS CHARGEABLE ON SALES OF STEEL IN SHELL DISCARD QUALITY.

With reference to the General Permit of 1st November, 1916, issued by the Minister of Munitions as subsequently modified fixing maximum prices for (amongst other things) Bar Iron and Steel, the Minister of Munitions hereby gives notice as follows:—

1. As from the date hereof until further notice the said General Permit shall take effect as if under the heading "Maximum Basis Prices for Bar Iron" the following words, namely:—

"Marked Bars, £16 per ton, nett f.o.t. makers' works" were substituted for the words

"Marked Bars, £15 10s. per ton less 2½ per cent. f.o.t. makers' works."

2. As from the date hereof until further notice the proviso in condition 2 of the said General Permit that such condition (relating to maximum prices) shall not apply to a sale or purchase of material the export of which has been duly sanctioned, shall not apply to any sale or purchase of Bar Iron.

3. As from the date hereof until further notice no extra for Tensile Quality contained in any list of authorized extras chargeable on steel material for the time being current and issued on behalf of the Minister of Munitions for the purposes of the said General Permit as subsequently modified shall be charged on any sale of steel in Shell Discard Quality in addition to the maximum basis prices set out in the said General Permit as subsequently modified.

NOTE.—In cases where Shell Discard Steel has been transferred to works other than those of the maker for rolling down into special small billet sizes in order to meet urgent requirements, permits for selling such billets at prices other than those authorized under the said General Permit may be granted if the proposed price is approved.

Applications for such permits should be made to the Controller of Iron and Steel Production, Room 382, Ministry of Munitions of War, Whitehall Place, S.W. 1.

1st February.

### THE ROSIN CONTROL ORDER, 1918.

The Minister of Munitions, in exercise, etc., hereby gives notice and orders as follows:—

1. *Returns.*—Any person holding or having under his control any Rosin or Rosin Oil, whether in stock or transit, shall, within seven days of the date hereof, furnish returns to the Controller, Non-ferrous Materials Supply, M.S.-L., at the address undermentioned, containing full particulars of such Rosin or Rosin Oil, the grade thereof, the purposes for which the same are intended, and the average monthly consumption of Rosin and Rosin Oil by such person for any purpose during the year 1917; provided that no such return is required from any person unless he has at some time since the 1st January, 1917, had in his possession or under his control an amount of Rosin exceeding three ordinary American barrels, or one cask of French, Spanish, or Portuguese Rosin, or an amount of Rosin Oil exceeding 7 cwt. net weight.

2. *Prohibition of Dealings.*—No person shall as from the date hereof until further notice, except for the purpose of carrying out a contract in writing for the sale or purchase of Rosin or Rosin Oil existing at the date hereof, purchase, sell, supply or deliver, or offer to purchase, sell, supply or deliver any Rosin or Rosin Oil, whether situate in or outside the United Kingdom, except under and in accordance with the terms of a licence issued under the authority of the Ministry of Munitions, provided that no licence shall be required by any person for the purchase of Rosin or Rosin Oil in quantities not exceeding an aggregate of three ordinary American barrels or one cask of French, Spanish or Portuguese in the case of Rosin, or 7 cwt. net weight in the case of Rosin Oil during any one Calendar month or for the sale or delivery of such maximum quantity or any such purchase.

3. *Title.*—This Order may be cited as "The Rosin Control Order, 1918."

4. *Licences.*—All applications for licences shall be addressed to:—  
The Controller,

Non-ferrous Materials Supply, M.S.-L.,  
Ministry of Munitions,  
8, Northumberland Avenue,  
London, W.C. 2

### Food Orders.

#### THE RAW COCOA (RETURNS) ORDER, 1918.

In exercise, &c., the Food Controller hereby orders as follows:—

1. *Return of Raw Cocoa.*—(a) Every person having raw cocoa in his possession or under his control or holding raw cocoa for value or in trust, whether as a Banker or otherwise, shall on or before the 2nd February, 1918, furnish to the Food Controller a return giving particulars of all raw cocoa in bond held by him at the close of business on the 22nd January, 1918, and such further particulars as may be required to complete the prescribed return.

(b) Persons resident in the United Kingdom who have obtained advances on the deposit of their cocoa warrants as collateral security shall include such cocoa in their returns, and the persons who have made the advances shall not make a return of such cocoa.

Bankers and others holding cocoa warrants or other documents on account of persons residing outside the United Kingdom shall make a return of the cocoa to which such warrants or other documents relate.

2. *Prescribed Forms.*—The return shall be made on forms prescribed by the Food Controller to be obtained from, and when completed to be returned to, the Secretary of the Ministry of Food (Statistical Branch), Palace Chambers, Whitehall, S.W. 1.

3. *Raw Cocoa in Bond.*—All raw cocoa in bond sold or agreed to be sold, but not delivered, shall be included by the sellers in their returns, and shall not be included in the returns of the buyers.

4. *Exception.*—A person who holds less than 100 original bags of raw cocoa in bond at the close of business on the 22nd January, 1918, or who holds raw cocoa merely as a storekeeper for other persons, shall not be required to make any return under this Order.

5. *Penalty.*

6. *Title.*—This Order may be cited as the Raw Cocoa (Returns) Order, 1918.

19th January.

#### THE EDIBLE OFFALS (MAXIMUM PRICES) ORDER.

In exercise, &c., the Food Controller hereby orders that except under the authority of the Food Controller the following regulations shall be observed by all persons concerned:—

1. *Maximum Prices.*—A person shall not after the 21st January, 1918, sell or offer or expose for sale or buy or offer to buy any offals of the descriptions set out in the Schedule to this Order at prices exceeding the maximum prices applicable thereto according to the provisions of this Order.

2. *Maximum Prices for Home Killed Offals.*—The maximum prices per lb. for home killed offals shall be as follows:—

(a) On the occasion of any sale by wholesale the prices set out in the first column of the first schedule;

(b) On the occasion of any sale by retail the prices set out in the second column of the first schedule.

3. *Maximum Prices for Imported Offals.*—The maximum prices per lb. for imported offals shall be as follows:—

(a) On the occasion of any sale by wholesale the prices set out in the first column of the second schedule;

(b) On the occasion of any sale by retail the prices set out in the second column of the second schedule.

4. *Basic of Wholesale Prices.*—(a) The maximum prices on the occasion of any wholesale sale of offals are fixed on the basis that the offals are delivered on the occasion of a sale of home killed offals by the slaughterer, ex slaughterhouse, and on the occasion of any other sale, ex warehouse or store at the seller's customary place of sale and that packages are in either case provided by the seller.

(b) If the offals are sold on terms other than those mentioned in the foregoing sub-clause of this clause a corresponding variation shall be made in the maximum price.

5. *Packages, &c.*—On the occasion of a retail sale of offals no additional charge may be made for packages or for giving credit or for making delivery.

6. *Home Killed Offals sold in Sets.*—Where home killed offals are sold in sets the total price shall not exceed the maximum price which would have been payable if each item had been bought and paid for separately.

7. *Weighing of Home Killed Offals.*—For the purpose of fixing the price of home killed offals the weight of the offals shall be taken to be their weight after they have been set.

8. *Fictitious Transactions.*—A person shall not upon the occasion of any sale of offals to which this Order applies enter or offer to enter into any artificial or fictitious transaction or make or demand any unreasonable charge.

9. *Contracts.*—Where any contract subsisting on the 21st January, 1918, for the sale of any offals provides for the payment of a price in excess of the permitted maximum price, the contract shall stand so far as concerns offals delivered before the 21st January, 1918, but shall be avoided so far as concerns offals agreed to be sold above the permitted maximum price which has not been so delivered.

10. *Powers of Food Committee in Relation to Prices for Offals.*—On and after the 21st January, 1918, a Food Committee shall not exercise in relation to offals the power conferred by Clause 7 of the Meat (Maximum Prices) Order, 1917, except with the consent of the Food Controller, and except in such cases as the Food Controller may otherwise determine any maximum prices theretofore prescribed for offals under such powers shall cease to be in force, but without prejudice to any proceedings in respect of any previous contravention thereof.

11. *Exceptions.*—This Order shall not apply to a sale of cooked Offals for consumption on the premises of the seller.

12. *Interpretation.*—For the purposes of this Order "Home-killed offals" shall mean such offals as have been obtained from beasts slaughtered in the British Islands. "Imported offals" shall mean all other offals.

## W. WHITELEY, LTD.

AUCTIONEERS,

EXPERT VALUERS AND ESTATE AGENTS,

QUEEN'S ROAD, LONDON, W. 2.

## VALUATIONS FOR PROBATE,

ESTATE DUTY, SALE, FIRE INSURANCE, ETC.

AUCTION SALES EVERY THURSDAY,

VIEW ON WEDNESDAY,

IN

LONDON'S LARGEST SALEROOM.

PHONE NO. : PARK ONE (40 LINES). TELEGRAMS : "WHITELEY LONDON."

"Food Committee" shall mean as regards Great Britain a Food Control Committee established in pursuance of the Food Control Committee (Constitution) Order, 1917, and as regards Ireland the Food Committee appointed for Ireland by the Food Controller.

13. *Penalty.*

14. *Title.*—This Order may be cited as the Edible Offals (Maximum Prices) Order, 1918.

12th January.

*First Schedule.*

[Maximum Prices for Edible Offal from Home Killed Stock—List of Offal and Maximum Wholesale and Retail Prices.]

*Second Schedule.*

[Maximum Prices for Imported Offal.]

### A PERIOD OF GRACE FOR FOOD HOARDERS.

The Ministry of Food has issued the following statement:—

Lord Rhonda has reason to believe that a number of persons have rendered themselves liable to the provisions of the Hoarding Order, 1917, by inadvertence.

He regards it as more important to secure that foodstuffs held in such circumstances should be made available for general distribution than that their holders should be prosecuted. He has accordingly provided that during the period beginning Monday, 11th February, and ending Monday, 18th February, members of the public may report such stocks to their Food Control Committees with a view to their voluntary surrender for the benefit of the public. The committee will arrange for their sale at a fair retail price, and half of the net proceeds of such sales will be returned to the person who has surrendered the supplies. They may also give directions as to the persons who are to have the first opportunity of buying. It will be suggested that preference should be given to old-age pensioners and other persons whom the present difficulty in obtaining certain kinds of food affects most hardly.

Persons reporting and surrendering their supplies in these circumstances will be indemnified against prosecution under the Hoarding Order in respect of supplies so surrendered. But this indemnity will not extend to persons against whom prosecutions under the Order are pending, nor to persons whose premises were searched before 5th February by the police or any person authorized for that purpose under the Hoarding Order.

### Road Transport Control.

#### NEW EXECUTIVE BOARD.

The President of the Board of Trade, with the concurrence of the War Cabinet, has decided to appoint a Road Transport Board to co-ordinate the work of the existing Government Departments in connexion with road transport; to determine what further measures are necessary to ensure the most economical use of road transport vehicles and their efficient allocation for meeting such requirements as may arise from time to time for the transport of food, munitions and other war material and for the essential needs of the trade and industry of the country; and, subject to the direction of the Board of Trade, to give executive effect thereto.

The Board will consist of representatives of each of the following departments: Board of Trade (Petrol Control Department), Board of Trade (Horse Transport Department), Ministry of Munitions, Ministry of Food, War Office, and Post Office.

It is proposed that the Board shall exercise its executive functions through Divisional Road Transport Boards set up in each of the fifteen Divisional areas of the Food Commissioners, consisting in each case of: A Road Transport Officer (appointed by the Board of Trade), the Divisional Food Commissioner of the Ministry of Food or his representative, the Local Transport Officer of the Ministry of Munitions or his representative, with two representatives of local interests; the chairman being the Road Transport Officer.

Sub-Committees will be appointed by the Divisional Boards to deal with sub-areas of the Divisions.

### Chairman of Board of Referees under Munitions of War Act, 1915, s. 5.

Sir Henry Babington Smith, K.C.B., having ceased to act as chairman of the Board of Referees for the purpose of Section 5 of the Munitions of War Act, 1915, and the rules framed under it relating to the limitations of profits of controlled establishments, the Ministry of Munitions has appointed Mr. Ernest Moon, K.C., C.B., to succeed him as chairman of the Board. Mr. Moon was called to the Bar at the Inner Temple in 1878 and is a bencher of his Inn. He took silk in 1902, and in 1908 was appointed counsel to the Speaker.

### Neutrals and Allied War Prisoners.

#### DESPATCH OF FOOD PROHIBITED.

The Prisoners of War Department, Downing-street, issue the following statement for the information of persons who desire to send foodstuffs from neutral countries to prisoners of war:—

Regulations are in force under which the quantity of foodstuffs which

## LAW REVERSIONARY INTEREST SOCIETY

LIMITED.

No. 15, LINCOLN'S INN FIELDS, LONDON, W.C.

ESTABLISHED 1861.

Capital Stock — — — — — £400,000  
Debenture Stock — — — — — £331,130

REVERSIONS PURCHASED. ADVANCES MADE THEREON.

*Forms of Proposal and full information can be obtained at the Society's Office.*

G. H. MAYNE, Secretary.

may be sent to each British prisoner of war or interned civilian is limited to a fixed amount, which is amply sufficient.

The object of these regulations is to avoid waste, and it is liable to be defeated by the export to such persons of supplies from neutral countries.

Accordingly, private communications which contain orders for the despatch of foodstuffs from neutral countries to British prisoners of war or interned civilians, or which provide payment for such foodstuffs, cannot be permitted. The Prisoners of War Department, Downing-street, are, however, prepared to issue licences to enable persons to pay for foodstuffs which they have ordered in neutral countries prior to the date on which this notice appears in the Press.

Communications which contain orders for the despatch of foodstuffs from neutral countries to Allied prisoners of war or interned civilians, or which provide payment for such foodstuffs, except in pursuance of the preceding paragraph, are similarly prohibited.

Authority cannot be given for the despatch of foodstuffs or clothing to British and Allied civilians who are residing uninterned in enemy or enemy occupied territories, whether the goods are to be exported from this country or from neutral countries.

## Societies.

### Law Association.

The usual monthly meeting of the directors was held on the 31st ult., Mr. Nugent Chaplin in the chair. The other directors present were Mr. T. H. Gardiner (treasurer), Mr. E. E. Bird, Mr. F. W. Emery, Mr. P. E. Marshall, Mr. W. P. Richardson, and the secretary, Mr. E. E. Barron. The sum of £110 was granted for the relief of deserving applications. Three new life members and fourteen annual subscribers were elected, and other general business was transacted.

## Companies.

### National Provincial Bank of England (Limited).

Lord Inchcape presided at the annual general meeting of the shareholders of the National Provincial Bank of England, held on Thursday, 31st January, at the head office, 15, Bishopsgate, E.C.

He said that at the last annual meeting he referred to the new loan which was then being launched by the Government, and ventured to predict that it would be a success. This prognostication was justified by the result; the subscriptions to the loan having far exceeded the amount subscribed to any previous loan ever issued by any Government. On behalf of the clients of the bank the directors had the pleasure of making applications for £49,500,000. Of this amount the bank assisted them to the extent of £14,000,000, and the advances had since been reduced by 65 per cent. The deposits again showed an increase, being now £112,000,000, or a rise over the previous year of no less than £12,000,000.

#### NATIONAL WAR BONDS.

In October last the Chancellor of the Exchequer decided to embark on a new policy for financing the war by the issue of more or less short-dated National War Bonds. This had proved a singular success, and the Bonds being always on tap afforded a ready and attractive form of investment, while at the same time they gave the people of this country an opportunity of showing that they were behind the Government in the prosecution of the war. Up to the 26th of last month Bonds were taken out to the extent of £309,000,000, and money continued to pour in. This bank had already applied on behalf of its constituents for more than £14,000,000, without having had to advance any amount in consequence to help them in their applications.

#### INVESTMENTS AND RESERVE FUND.

One very satisfactory feature in the report was that they had had to make no provision for depreciation in investments during the year. The improved position had enabled them to restore to some extent the inroads they had to make on the reserve fund, which had this year been raised to £2,100,000, by an increase of £500,000. At the same time they had deemed it advisable to set aside a further sum of £350,000 for future possible contingencies, and to increase the carry forward by £84,000. With the securities now written down to a figure which gave an increased return on their book value, provided there was no further depreciation to be met, the earning power of the bank, which was increasing every year, should enable them to build up their reserves, and this would be the policy of the board. He felt satisfied the

shareholders would continue to support them in this policy until the time arrived when it might seem prudent to revert to the distribution of something like the rate of dividend which they were able to distribute in former days.

#### NEW DEPARTURES IN BUSINESS.

During the past 12 months they had instituted several new departures in the history of the bank. In the first place, they had undertaken the duties of trustees and executors, and many of their customers had already taken advantage of their new powers and appointed the bank to act for them. For some time past they had realised the importance of getting into closer touch commercially with our gallant ally, France, and rather than open up business independently they were happily able to join up with Lloyds Bank, Ltd., in their established French business, which was now known as "Lloyds Bank (France) and National Provincial Bank (France), Ltd."

#### AMALGAMATION WITH THE UNION OF LONDON AND SMITHS BANK.

But the board had embarked on a very much larger undertaking during the past year. They had decided to purchase the shares of the Union of London and Smiths Bank by giving in exchange shares of the National Provincial Bank. The Union of London and Smiths Bank was an institution of the highest standing, with a lucrative business and with deposits amounting to £62,800,000. Their reserves were ample, and the board were satisfied that the amalgamation of their business with the National Provincial would prove of material advantage to the trade of the country, not only at home, but abroad, and should benefit the shareholders of the Union Bank, as well as the present shareholders of the National Provincial. When the amalgamation was accomplished their deposits would aggregate £175,000,000; the subscribed capital would be £28,284,420, and the paid-up capital £5,476,884, while the reserves would be in the neighbourhood of £4,000,000.

#### WAR EXPENDITURE.

The expenditure incurred by the war would leave us with a gigantic national debt, even when the advances to our Dominions and Allies had been repaid, but the resources of the country and the industry of the people would be fully equal to meeting all the liabilities we had incurred. The débâcle in Russia had added enormously to our difficulties, but the entry of America on our side, with her magnificent and unselfish determination to support us in our struggle for liberty, would in due time counterbalance the misguided defection of our Eastern Ally. The spirit shown by the people of this country had been magnificent, and though a disposition had been evinced in some quarters to think more of the position of the members of some of the trades unions after the war than of the necessity for conquering our enemies and ensuring the freedom of the country, he felt certain that the patriotic spirit of the people would prevail.

#### GOVERNMENT INTERFERENCE IN BUSINESS.

He was glad to see that Mr. Leaf, the chairman of the London County and Westminster Bank, made a reference in his interesting address to his shareholders last week on the subject of the control of industry and business after the war. He would like to associate himself with Mr. Leaf's remarks. While no one objected to those who were responsible for the Government making such arrangements as they might consider necessary in the matter of control while the war was on, so as to secure adequate supplies for our Army and Navy and for the feeding of the people, there was a feeling that the officials who were in office during the crisis through which we were passing might be reluctant to relinquish the power with which they were for the moment invested, and that they would wish to continue the dragooning to which we were all now subjected. This feeling was occasioning considerable unrest in all business circles, and he made bold to say if any Government or any body of officials succeeded in getting control of the business of this country or nationalised its industries they would kill the goose which had laid the golden eggs of the last two centuries, a goose which had enabled us to bear the financial burden of this war against the flagrant attempt to conquer Europe and to reduce Great Britain to the position of a vassal State. It would be a miserable ending to this war if, after having fought the Germans for freedom, we found ourselves under the galling heel of officialdom in our own country. The report was unanimously adopted.

### New South Wales Government 5½ per cent. Conversion Loan, 1922-1932.

The London County and Westminster Bank, Limited, notifies that the Government of New South Wales offers to the holders of £12,648,477 New South Wales Government 3½ per cent. Inscribed Stock due 1st September, 1918 (ex the dividend due 1st March, 1918), conversion, in whole or in part, into an equal amount of New South Wales Government 5½ per cent. Inscribed Stock, 1922-1932, on the terms stated on another page.

The Government of New South Wales will comply with the requirements of the Colonial Stock Act, 1900, in order that trustees may invest in this inscribed stock subject to the restrictions set forth in the Trustee Act, 1893.

New South Wales Debentures and Stock domiciled in London are not, and will not be, subject to Income Tax in New South Wales, or to death duties in that State.

The Stock will be inscribed in accordance with the provisions of the Colonial Stock Act, 1877, 40 and 41 Vict. cap. 59, in the books to

be kept by the London County and Westminster Bank, Limited, Lothbury, and will be transferable at that Bank free of stamp duty. Interest thereon will be payable by dividend warrants, which will be transmitted by post at the stockholder's risk.

The list for cash applications will be closed on Monday next, 11th February, but applications for conversion will be received up to and including Wednesday, 20th February, 1918.

## Obituary.

### Mr. T. C. Hedderwick.

MR. THOMAS CHARLES HEDDERWICK, the Metropolitan Police Magistrate, died on Wednesday morning, in his sixty-eighth year. Like many members of the Bar with varied interests and discursive experience, Mr. Hedderwick was, says the *Times*, chosen appropriately for a magistracy. He succeeded Mr. Lane in the North London Police Court in 1910. His career at the Bar, to which he was called by the Middle Temple in 1876, was marked by hard and conscientious work and by an association with some famous cases, including *Castro v. Reg.* and the *Tichborne* case, in which he appeared for the Claimant.

His attachment to the Liberal Party and his study of Parliamentary election law led the way to political services. He contested South Lanarkshire in 1892, and, on the resignation of Sir John Pender, he was returned for Wick in 1896. In 1900 he was defeated in that constituency. He was a member of the Select Committee on Election Law in 1898, and in the following year he served on the Committee on Pensions for the Aged Deserving Poor. His interest in his profession was always enthusiastic, and he will be remembered among its members as the founder of the Bar Committee in 1883.

The political traditions of his family had long been those of a broad-minded Liberalism. Born in Scotland, he was the second son of Robert Hedderwick, the founder of the old *Glasgow Weekly Citizen*, which appeared in the party interest about 1843. He was educated at Glasgow University and at Leipzig, and among his many publications was a translation of the old German puppet play of "Dr. Faust."

Few men of his attainments and habits of mind could have been expected to display the patience which is required of a magistrate in a populous London district. Mr. Hedderwick, however, had the capacity for taking pains and the sympathetic temperament and the acute perceptions without which a magistrate's work in a large city could not be done with success.

### Mr. Arthur F. Peckover.

MR. ARTHUR F. PECKOVER, one of the directors of Jordan and Sons, Ltd., Company Registration Agents, died on Wednesday, the 30th ult., as the result of a severe chill. Mr. Peckover's association with the company goes back a number of years, for before he became a director he was a member of the staff of the Registrar of Companies, where he gained an insight into the practical working of the Companies Acts that no one outside that office could have acquired, and the subsequent invitation extended to him to join the board was but a closing of the daily relations existing between him and the company.

His late colleagues held him in high esteem, and those members of the public who required information never went to him in vain, nor found his courtesy and good humour fail, however pressed he might be. Whilst a director of the company he earned the respect and affection of the staff, in whose welfare he took the deepest interest.

The nature of the business of the company brings its directors into personal touch with many members of the legal profession, and the news of Mr. Peckover's death will be received with much regret.

## Legal News.

### Appointments.

MR. ARTHUR EUSTACE RUSSELL has been appointed one of the conveyancing counsel of the Supreme Court in the place of the late Mr. John Dixon. Mr. Russell was called at Lincoln's Inn in 1894.

MR. WALTER SPYER, of 62, London Wall, London, E.C., has been appointed chairman of the Police Committee of the Corporation of London. Mr. Spyer was admitted in 1882.

### General.

MR. EDMUND WARD OLIVER, aged seventy-eight, of New Place, Lingfield, Surrey, and Orlestone, Kent, late of Corbet-court, Gracechurch-street, solicitor, left estate of gross value £52,867.

Lieutenant Alexander Boswell Campbell, Sussex Regiment, of Priesthaus, Hankham, Sussex, solicitor, Master, for twelve seasons, of the Hailsham Harriers, who was killed in action on 13th September, second son of the late Bruce Campbell, of Barquharrie, Ayrshire, left estate of gross value £11,705.

Sir H. Llewellyn Smith, Permanent Secretary to the Board of Trade, has undertaken a special mission on behalf of the Government. He is accompanied by Mr. H. Fountain, of the Commercial Relation and Treatise Department, and by Mr. Walter Carter (private secretary), and will be absent from the office for some weeks.

The list of aliens who were granted certificates of naturalization during January contains, says the *Times*, one distinguished name—that of Professor Sir Paul Vinogradoff, Corpus Professor of Jurisprudence in Oxford, who was appointed to that post in 1903. Sir Paul is a Doctor of History, M.A., Hon. D.C.L. (Oxford and Durham), LL.D. (Cambridge, Harvard, Liverpool, and Calcutta), Doctor of Law (Berlin), and holds many other distinctions. He was born at Kostroma, Russia, in 1854, and while Professor in Moscow did much to encourage education. He has written voluminously on his own and cognate subjects.

Mr. Edwin Waterhouse, of Feldeamore, near Dorking, late head of Messrs. Price, Waterhouse, and Co., chartered accountants, Frederick's-place, Old Jewry, E.C., from 1892 to 1894 president of the Institute of Chartered Accountants of England and Wales, who died on 17th September, son of the late Alfred Waterhouse, of Liverpool, has left a fortune of the value of £257,780, with net personality £222,759. He devised the Feldeamore Estate to his wife for life, or widowhood, with remainder, in the event of the net residue of his property exceeding £125,000, in trust for his son Nicholas Edwin Waterhouse and his first and other sons in tail; and after providing for a number of legacies, including £500 to the Chartered Accountants' Benevolent Association, he left the residue of his property to his children in varying shares according to the net value of his estate.

The *Times* correspondent at Washington, under date 31st January, says: Senator Hughes, of New Jersey, has died at Trenton Hospital of septic poisoning followed by pneumonia. He was one of President Wilson's intimate friends and supporters, and often acted as his spokesman in the Senate. A splendid type of Irishman, he supported the cause of the Allies, and from the very beginning of the war worked hard to defeat the anti-British propaganda of the Clan-na-Gael and the Irish extremists. Born at Drogheda in 1872, he came to America as a child, and worked, when a boy, in the silk mills at Paterson. He studied at night, and became a stenographer. He enlisted during the Spanish-American war, and fought as a private. After the war he obtained work in the Attorney-General's office, and was called to the Bar in 1900. He won fame as counsel to the Paterson labour organisations, and was elected to Congress for four consecutive terms. In 1912 President Wilson appointed him to the Bench, but in September of the same year he was elected a United States Senator, and took his seat on 4th April, 1913.

In the House of Commons on Tuesday Mr. Peto asked the Chancellor of the Exchequer whether his attention had been called to the numerous amalgamations between joint-stock banks, and the possible dangers to the commercial community by the concentration of the banking business in the hands of a small number of powerful monopolies. The Chancellor of the Exchequer: The answer to the first part of the question is "Yes." In regard to the latter part, without expressing any opinion, I may say that I recognize that the scale on which these amalgamations have recently taken place makes the matter one of public importance. After consultation with the President of the Board of Trade, we propose to appoint a committee of bankers, merchants, and manufacturers to consider and report to what extent it is desirable in the public interest to interfere with such arrangements. I venture to hope that, pending the report of this committee, any further schemes of amalgamation will not be proceeded with. Mr. G. D. Faber: Is it not the fact that the big banks have a much stronger and wider force than the little ones? The Chancellor of the Exchequer: I express no opinion on the general principle, but that is obvious. Mr. T. Wing: Will the right hon. gentleman extend the scope of the inquiry to the desirability of having national banks run by the nation? The Chancellor of the Exchequer: That is entirely a different question, and I should not be at all prepared to deal with that just now.

## Court Papers.

### Supreme Court of Judicature.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice NEVILLE.	Mr. Justice EVELL.
Monday Feb. 11	Mr. Synges	Mr. Jolly	Mr. Farmer	Mr. Leach
Tuesday .... 12	Bloxam	Synges	Jolly	Church
Wednesday .... 13	Borror	Bloxam	Synges	Farmer
Thursday .... 14	Goldschmidt	Borror	Bloxam	Jolly
Friday .... 15	Leach	Goldschmidt	Borror	Synges
Saturday .... 16	Church	Leach	Goldschmidt	Bloxam
Date.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.
Monday Feb. 11	Mr. Church	Mr. Goldschmidt	Mr. Borror	Mr. Bloxam
Tuesday .... 12	Farmer	Leach	Goldschmidt	Borror
Wednesday .... 13	Jolly	Church	Leach	Goldschmidt
Thursday .... 14	Synges	Farmer	Church	Leach
Friday .... 15	Bloxam	Jolly	Farmer	Church
Saturday .... 16	Borror	Synges	Jolly	Farmer

## Winding-up Notices.

### JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Jan. 25.

BRITISH PICTURES, LTD.—Creditors are required, on or before March 4, to send their names and addresses, and the particulars of their debts or claims, to Maitland Chater, 2, Gresham Olds, Basinghall st., liquidator.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Feb. 1.

HIGHAM GLASS & BOTTLE CO., LTD. (IN LIQUIDATION).—Creditors are required, on or before Feb. 18, to send their names and addresses, and the particulars of their debts or claims, to Roderick Mackay Peat, 11, Ironmonger ln, liquidator.

UNSTONE COLLIERY CO., LTD.—Creditors are required, on or before Feb. 22, to send their names and addresses, and the particulars of their debts or claims to Mr. John Worley, George st. Sheffield, liquidator.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Feb. 5.

ADRIAN GRAY OPTICAL INSTITUTE, LTD.—Creditors are required, on or before March 16, to send their names and addresses and the particulars of their debts or claims, to Mortimer Lancaster, 1, Basinghall st., liquidator.

ANGELIER STEAMSHIP CO., LTD.—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Henry Martin Glyson, 101, Leadenhall st., liquidator.

BAIRNTON SHIPPING CO., LTD.—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to Messrs. William Thomas Walton and Ralph Thomas Warwick, 3, Scarborough st., West Hartlepool, liquidators.

BEYS & GYLES, LTD.—Creditors are required, on or before Mar. 1, to send their names and addresses, and the particulars of their debts or claims, to Henry Martin Glyson, 101, Leadenhall st., liquidator.

BURY SHIPPING CO., LTD.—Creditors are required, on or before Mar. 15, to send their names and addresses, and the particulars of their debts or claims, to Messrs. William Thomas Walton and Ralph Thomas Warwick, 3, Scarborough st., West Hartlepool, liquidators.

WILLIAM TAYLOR & CO (HAMMERSMITH) LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Feb. 19, to send their names and addresses, and particulars of their debts or claims, to John T. Rankin, Plumer's Hall, 54, Old Broad st., or to Francis William Davis, 95-97, Finsbury pvt., liquidators.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Jan. 25.

H. C. Hebert, Ltd.  
Banica, Ltd.  
Triumph Film Co. Ltd.  
County Home Supply, Ltd.  
Hodium Steamship Co. Ltd.  
Blanchard Coliseum, Ltd.  
British Pictures, Ltd.  
New Rhodesia District Development Co. Ltd.  
Amazonia Development Corporation, Ltd.  
London & South Western Bank, Ltd.  
Auxiliary Electrical Co. Ltd.  
London Bank of Central America, Ltd.

London Gazette.—TUESDAY, Jan. 29.

Vancouver Island Mining and Development Co. Ltd.  
Colorfilms, Ltd.  
Kinemacolor, Ltd.  
Marble Quarries and Manufacturers, Ltd.  
Thomas Claydon & Son, Ltd.  
Galleons & Co. Ltd.  
Estancias Media Agua and San Patricio Co. Ltd.

London Gazette.—FRIDAY, Feb. 1.

Potters Bar Estates, Ltd.  
Thomas Smiles & Son's Steamship Co. Ltd.  
Munro Shipping Co. Ltd.  
British Autogenous Welding Co. Ltd.

London Gazette.—TUESDAY, Feb. 5.

European Agency, Ltd.  
Brierton Ship, ing Co. Ltd.  
Henry Meg. Ltd.  
Bosano Manufacturing Co. Ltd.  
Plymouth Dairy Co. Ltd.  
Bury Ship, ing Co. Ltd.  
Law Printing Co. Ltd.  
Tylorstown Amusements, Ltd.

## Winding-up of Enemy Businesses.

London Gazette.—TUESDAY, Jan. 29.

VOGELIANG & ZIMMERMAN LTD.—Creditors are required, on or before Feb. 11, to send full particulars of their debts or claims, by prepaid post, to George Elder Lewis, Finsbury Pavement House, controller.

London Gazette.—FRIDAY, Feb. 1.

MYER EISEN.—Creditors are required, on or before Feb. 16, to send full particulars of their debts or claims, by prepaid post, to Peter Leask, 7, St. Mildred st., Contr. officer.  
CARL LINDBSTROM (London) LTD.—Creditors are required, on or before Feb. 22, to send full particulars of their debts or claims, by prepaid post, to Charles E. Fletcher 14, George st., Mansion House, Controller.

## Creditors' Notices.

### Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 25.

ADAMS, ROLLO, Newcastle under Lyme Feb. 6. Ellis & Ellis, Stoke on Trent  
ARNER, MATTHEW, Grange over Sands, Lancaster Feb. 14. Martin & Atkinson, Ulverston  
ARLIDGE, WILLIAM HENRY CLEMENT, Sheffield, Agent Feb. 23. Parker, Brailsford & Harrogate, Sheffield  
AUSTIN, CHARLES, Gorseaston on Sea, Trinity Pilot Feb. 23. Harmer, Ruddock & Son, Great Yarmouth  
BAGOT-CHESTER, GREVILLE JOHN MASEY, Sloane st Feb. 23. Payne, Shaw-Mackenzie & Lake, 10, New sq., Lincoln's Inn  
BELLAMY, JOHN WILLIAM MARIA, Keswick rd, East Putney March 14. Drucos & Attlee, 10, Billiter sq  
BICKEL, WILLIAM HENLEY, Portsmouth Feb. 23. J. H. Pink & Marten, Portsmouth  
BEST, ARTHUR EDWARD, Laurel rd, Wimbledon, Engineer March 1. Walter Jarvis, 47, Victoria st, Westminster

BLAYNEY, JOH, Auckland, New Zealand March 8 Pearce & Nicholls, 12, New court, Lincoln's Inn

CLARK, SARAH, Batley, Yorks Feb 28 Henry Whitefield, Batley

COOKING, ANNIE ELIZABETH, Poole, Dorset March 1 Trevanion & Curtis, Poole

COLEMAN, SARAH MARIAN BERT DAVIES, Birmingham March 8 Johnson & Co, Birmingham

CROWTHER, ANNIE, Elland, Yorks March 2 Lancashire, Humphreys & Grundy, Manchester

CUNLIFFE, JOHN STARKIE, Wilmshw, Chester March 9 W L Welsh & Sons, Manchester

EDWARDS, RALPH, Macclesfield, Accountant March 9 Joseph Hand, Macclesfield

FENDER, WILLIAM, Newcastle upon Tyne, Joiner March 1 Maughan & Hall, Newcastle upon Tyne

FISCH, RICHARD, Preston, Ironbroker Feb 21 Finch, Johnson & Co, Preston

FISCH, COLLINGWOOD FOSTER, Trinity rd, Wood Green, Cabinet Maker Mar 9 T J Davies, 71, Moorgate st

FIRTH, TIMOTHY, Hyde, Chester Feb 26 Allen Howard, Dukinfield

FORD, JOHN GORMAN, Richmond terr, Whitehall March 31 Walker, Martineau & Co, 36, Theobald's rd, Gray's Inn

FRANK, MARTHA ELIZA, Blackpool Feb 9 T Wylie Kay, Blackpool

GASK, WILLIAM, Skirbeck, Lincs Feb 23 Millington, Simpsons & Giles, Boston

GORDON, HERBERT SPENCER GROOMER, Little Marlow, Bucks Feb 22 Lee & Pemberton, 44, Lincoln's Inn fields

HARDLEY, ISAAC, Sedburgh, Yorks, Farmer March 15 J E Bolton, Kendal

HARDY, MARY ELLEN, Ruddington, Notts March 1 Wells & Hind, Nottingham

HARDY, JOHN, Ruddington March 1 Wells & Hind, Nottingham

HINDMARSH, WILLIAM THOMAS, Alnwick, Solicitor March 1 Dickson, Archer & Thorp, Alnwick

HOWARTH, WILLIAM, Bournemouth Feb 27 Fullagar, Hn'ton, Bailey & Co, Bolton

HUGHES, ELIZABETH ANN, Walthamstow Feb 14 Eves & Rule, 7, Charles sq

HURLOCK, HELEN FRANCES, Brighton March 6 Farrer & Co, 66, Lincoln's Inn fields

ISHERWOOD, ELLEN BUTTERY, Ventnor, Isle of Wight March 9 Crofton, Craven & Co, Manchester

JACOBS, ESTHER, Kensington Park rd Feb 25 E G & J W Chester, 86, Newington butts

JOHNSON, SARAH ANNE, Birmingham Feb 9 Botteley & Sharp, Birmingham

JOHN, MORGAN, Aberdeen Feb 26 John D Thomas, Aberdeen

KELLY, WILLIAM PETER, Cardiff Feb 26 Donald Maclean & Handcock, Cardiff

LOVELL, SAMUEL, Cardiff Feb 16 A Frank Hill, Cardiff

LOW, CATHERINE CHARLOTTE, Amburst ay, Ealing March 25 Hepworth & Co, Coventry House, South pl, Finsbury

MCWENT, FELIX JOSEPH, Balham Park rd, Balham Feb 28 Godfrey & Godfrey, 4 & 5, West Smithfield

MARTIN, FREDERICK WILLIAM, Birmingham, Architect March 9 Ryland, Martineau & Co, Birmingham

MILLER, ROBERT GIBB, Natal, South Africa Feb 7 Hopgood & Dowsons, 31, Spring gdn

MORGAN, ELIZABETH EMILY, Westcliff on Sea March 1 R W Sherwin, Portsmouth

MURPHY, FRANK MAURICE, nr Thirsk March 1 Arthur W Walker, Thirsk

NICHOLLS, AMELIA, Tunbridge Wells Feb 25 Sydney A Poynder, 25, Kidbrook Park rd, Blackheath

PARADINE, JANE, Clifton, Glos March 7 Griffiths & Waghorne, Cheltenham

RYLAND, DOROTHY, Crowborough, Sussex Feb 28 Hallett, Creery & Co, Ashford, Kent

SCHOFIELD, JACOB, Marsden, nr Huddersfield, Builder Feb 11 Armitage, Sykes & Hinchcliffe, Huddersfield

SIMPSON, CHARLES, Trump st, London March 1 H H Wells & Sons, Paternoster row

STEEL, ROY JAMES, D D, Durham March 8 Geo. Armstrong, Sons & Rose, Newcastle upon Tyne

STOCKDALE, KATHARINE, Bournemouth Feb 28 Simpson, Cullingford, Partington & Holland, 25, Gracechurch st

STORM, WILLIAM, Doncaster, Farmer Feb 9 Taylor & Capes, Doncaster

THICKNESS, FRANCIS WILLIAM, D S O, Grosvenor st Feb 21 Capron & Co, 7, Savile pl

THOMPSON, WALTER, Newport March 1 Lloyd & Pratt, Newport, Mon

THOMPSON, JAMES, Southwold, Suffolk, Builder Feb 24 Ernest R Cooper, Southwold, Suffolk

TURNER, ALFRED, Wickhambrook, Suffolk, Farmer Feb 26 K de Havilland Ollard, Wisbech

WAINBROUGH, WILLIAM DYSON, Birmingham, Engineer March 8 Johnson & Co, Birmingham

WARRNER, JESSIE LILLIAN, Franklin rd, Penge Feb 22 Lee & Pemberton, 44, Lincoln's Inn fields

WHITACOTT, BUCHANAN PEROT GRAHAM, Ascot March 1 Valpy, Peckham & Chaplin, 19, Lincoln's Inn fields

WHITMORE, ELIJAH, Alington, Norfolk, Market Gardener Feb 25 Herbert Goodchild, Norwich

WILLIAMS, SARAH MALVINA, New York Feb 23 Coward & Hawkesley, Sons & Chance, 30, Mincing ln

WOLNER, LOUISA, Shottermill, Sussex March 11 Evelyn Jones & Co, 7, Laurence Pountney hl

London Gazette.—TUESDAY, Jan. 23.

BAKER, GEORGE, Strood, Kent, Builder Feb 23 George Robinson, Strood

BARRETT, CHARLES, Halifax March 12 Sutcliffe, Hebden Bridge

BARRETT, ELLEN, Halifax March 12 Sutcliffe, Hebden Bridge

BELAS, GEORGE HENRY, Newbury, Berks Feb 14 Harvey Clifton, 4, New ct, Lincoln's Inn

BELBIN, THOMAS JOHN, Southampton, Coal Merchant March 9 Stephens & Locke, Southampton

BONAS, HENRY, Priory rd, Hampstead, Diamond Merchant March 15 Guedalla & Jacobson, Winchester House, Old Broad st

BROOK, JOHN GEORGE, Cambridge, Restaurant Proprietor Feb 23 W J & J G Taylor, Cambridge

CARR, LOUISA, Leeds Feb 28 Scott & Turnbull, Leeds

CRITCHELL, JAMES TROUBRIDGE, Billericay, Essex Feb 20 C G Scott, Son & Pryce, 35, New Broad st

CUNYNGHAME, ARTHUR HARDINGE DAVID, Winchester Feb 28 Torr & Co, 38, Bedford row

DAUM, FANNY, Cromwell rd, Wimbledon March 1 Corsellis & Berney, 64, East hill, Wandsworth

DERRY, CHARLES JAMES DOUGLAS, High st, Kensington, Draper Feb 28 Lithgow & Pepper, Wimpole House, 29A, Wimpole st

DODGSON, JEANNIE DUNSMORE WADDELL, Sheffield Feb 16 Clegg & Sons, Sheffield

DRAKE, THOMAS, Hollavington, Wilts Feb 23 Wood & Awdry, Chippenham

DURMAN, ARTHUR, Folkestone March 5 Geo Warden Haines, Folkestone

EGRAM, JAMES, Bow rd, Bow, Tobaccoist March 2 Walter H Cowl, 159, Bow rd, Bow

ENGELHART, HENRY, Selby, Yorks, Fork Butcher March 1 Laverack, Son & Wray, Hull

FISCH, COLLINGWOOD FOSTER, Trinity rd, Wood Green, Cabinet Maker March 9 J T Davies, 71, Moorgate st

FITZGERALD, EDMUND, Chancery ln, Solicitor Feb 10 Harvey Clifton, 4, New ct, Lincoln's Inn

GREENFIELD, WOLFE, Salford, Box Manufacturer Feb 28 Field & Cunningham, Manchester

HARRISON, JONATHAN, Grimston, Norfolk March 1 Sadler & Woodwork, King's Lynn

HARTLEY, THOMAS WILLIAM, Gillingham, Kent March 1 Burton & Son, Bank Chambers, Blackfriars rd

HEATH, SAMUEL, Leamington March 1 Wright, Haasall & Co, Leamington

HEWITT, CHARLES FRANK, Rostrevor rd, Fulham March 1 W W Mills, 11, New sq, Lincoln's Inn

HODGKINSON, JAMES BRADSHAIGH, Englefield Green, Merchant March 12 Addleshaw, Sons & Latham, Manchester

HOLLINS, JOHN, Liverpool March 1 Thos Priestman & Sons, Hall

HONE, AMELIA, Priter rd, Brompton Feb 23 Gash, Phillips, Walters & Williams, 3, Finsbury circus

JOHNSON, GEORGE, Beaconsfield rd, Blackheath Feb 27 Van Sandau & Co, 13, King st, Chesapeake

JURCH, PHILIP JAMES, Canonbury park South, Islington, Horse Dealer March 8 Boulton, Sons & Sandeman, 21A, Northampton sq

KENDREW, GEORGE, Harrogate, Insurance Clerk March 12 Isle & Claws, York

KREYER, CARL TRAUGOTT, Genoa, Italy March 1 Kerly, Smy & Kruth, 10 & 11, Austin friars

LANE, ANNIE, Lincoln rd, South Norwood Feb 28 Elridge, Son & Marten, Troydon

MACAULAY, NATHANIEL, Ifracombe, Furniture Dealer March 4 Rowe & Warren, Ifracombe

MCCOMB, JOHN HENRY, Birmingham, Medical Practitioner March 14 Freeland & Warder, Birmingham

MACRAE, JAMES, Bridge of Allan, Stirlingshire March 31 Mackay & McIntosh, 124, St Vincent st, Glasgow

MACCOLM, WILLIAM, Oldham March 1 William Bolton

MANACKER, SETNA EDULJEE, Monaco March 11 Percy Short, Donington House, Norfolk st, Strand

MITCHELL, JOHN WALDO, Bideford mans, Rossbery ay March 4 Yong & Sons, 29, Mark ln

MOULDER, RUTH SOULE, St Mary's rd, Ilford March 1 Robinson & Bradley, 7, King's Bench walk

PHILIP, ADOLPHUS, Bradford, Stuff Merchant March 1 Jonathan Knowles, Bradford

PLATY, ALICE, Bramley rd, North Kensington March 1 Patch & Co, 42, Bedford row

ROBERTS, BENJAMIN, Leeds, Sign Writer March 15 Fredk Blackston, Leeds

ROBERTS, RHYD COUNSELL, Bristol, Solicitor March 9 Harris & Harris, Wells, Somerset

RUDALL, ANNA MARIA NICOLA, Frighton Feb 20 Grant McLean, Brighton

SILVERSTEIN, HENRY, Springfield rd, St John's Wood March 1 Emanuel, Round & Nathan, 1, Laurence Pountney hl, Cannon st

SMITH, EDWARD, Calcott rd, Brondesbury, Jeweller Feb 22 Naunton & Son, 49, Oxford st

WALKER, EMILY PHIBBE SARAH, Campden gr, Kensington Feb 14 Thos Hy H'scott, 11, Stone bldgs, Lincoln's Inn

WIDEBELLY, THOMAS, Gravesend, Moulder Feb 23 Martin & Son, Gravesend

WILKINS, MARY ANN, Clapham rd Feb 23 W W Gallic 171, Queen Victoria st

WILKIN, JOHN, Portland pl South, Clapham March 1 Kingsbury & Turner, 309-371, Brixton rd

London Gazette.—FRIDAY, Feb. 1.

ARMSTRONG, BENJAMIN, Caledonian rd, Chemist March 9 Gellatly & Son, Dock House, Billiter st

BALL, HARRISON BRANCHER, Golder's Green March 8 C J Smith & Hudson, 5, Fenchurch st

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BAXTER, Lieut-Col WALTER HERBERT, Sherborne March 1 Bartlett & Sons, Sherborne  
 BAYLES, Major JOHN EDWIN, M.C. Rhyl Feb 28 F J Gamlin, Rhyl  
 BENNETT, CHARLES JOHN, Cheltenham March 15 Joseph Davies & Son, Aberystwyth  
 BERNERS, MARY, Ipswich March 15 Valpy, Peckham & Chaplin, 19, Lincoln's Inn fields  
 BREAKRY, JAMES OTHO JOHN CAREW, Dover March 18 Murray, Hutchins & Co, 11, Birchlin In  
 BROADBENT, BARRITT JAMES, Manchester, Architect March 9 Crofton, Craven & Co, Manchester  
 BURDEN, JOHN HENRY, Wilton rd, Pimlico, Meat Salesman March 15 E Tallack 33, Denbigh st, Warwick sq  
 CARPENTER, JOHN WILLIAM, Calne, Wilts, Grocer March 25 Chas O Gough, Calne  
 CRABER, CAMPBELL TEMPEST EYRE, Bassett, Hants Feb 25 Kenneth Brown, Baker, Baker, Lennox House, Norfolk st  
 CORPE, THOMAS SIMON, Preston Plucknett, Somerset Feb 20 Flocks & Grimley, Sherborne  
 DUCKWORTH, WILLIAM, Blackpool March 12 Ascroft, Whiteside & Co, Blackpool  
 FISK, WILLIAM CHARLES, Ontario, Canada, Farmer March 20 Jackman & Sons, Ipswich  
 GOODWIN, ANDREW, Stoke on Trent, Earthenware Manufacturer Feb 14 Ellis & Hills, Boreham  
 HENDERSON, REGINALD GEORGE, Horeham March 18 Murray, Hutchins & Co, 11, Birchlin In  
 HERRINGTON, ELIZA, Brighton Feb 28 Nye & Clewer, Brighton  
 HERKETT, MARY, Liverpool March 1 J Priest & Sons, Liverpool  
 HEWETSON, HANNAH, Buckfastleigh, Devon March 15 Carr, Scott & Smith, 325, High Holborn  
 HOLDROYD, JOSEPH, Cleckheaton, Patent Medicine Proprietor Feb 21 Cadman, Grylls & Cudman, Cleckheaton  
 HULL, MARY RUTH JOHNSON, Leicester March 8 Ingram, Moore, Flude & Frearson, Leicester  
 HURRY, EMMA LOUISA, Margate March 31 Leonard Hill, Margate  
 JACKSON, ALICE, Bournemouth March 1 Tattermell & Son, Bournemouth  
 LEE, SAMUEL PETER, Lymington, Chester Feb 25 Thomas Ridgway, Warrington  
 LITTMAN, FRED, White Lion st, Bishopsgate Feb 28 Charles W de Lyons-Pike, 4, Bloomsbury rd  
 LUNT, CLARA FLORENCE, Ashley gdn, Victoria st March 7 Mackrell & Ward, 33, Walbrook  
 MATHER, ALFRED LUSHINGTON, Blackburn March 1 Bunting & Simpson, Accrington  
 MONTAGU, RICHARD HEADLEY, Buckfastleigh Feb 28 Ralph M Wood, 13, Clement's in  
 MORLEY, CHARLES, Bath March 15 Biddle, Thorne, Welford & Galt, 25, Aldermanbury  
 MORLEY, MARY, Templewood av, Hampstead March 15 Biddle, Thorne, Welford & Galt, 25, Aldermanbury  
 OOLIVIE, ANDREW MAXWELL, Perth, Western Australia March 18 Murray, Hutchins & Co, 11, Birchlin In  
 OSMOND, ALFRED LAWRENCE CURTIS, Dartmouth June 24 Burges & Sloan, Bristol  
 POPP, ARTHUR WILLIAM, Edgware rd, Ladies' Tailor March 4 Collins & Co, 238, Edgware rd  
 ROBERTS, JOHN WILLIAMS, Hale, Chester, Merchant March 22 Parkinson, Slack & Needham, Manchester  
 RODWAY, FANNY, Olton, Warwick March 3 Stephen Gately & Sons, Birmingham  
 ROSE, WILLIAM, Bermondsey, Licensed Victualler Feb 28 Walter Maskell & Co, 7, John st, Bedford row  
 SHUTES, LOUISA, Hove, Sussex March 7 Ward, Bowie & Co, 7, King st  
 SWAINSON, JOHN ANTHONY, Lahore, Punjab March 13 Lattey & Hart, 138, Leadenhall st  
 TEMPLE, ROBERT PARKS, Liverpool, Boot Dealer March 8 J F Harrison & Burton, Liverpool  
 THOMAS, GILBERT WOLFE, Oakwood st, Kensington March 25 Soames, Edwards & Jones, Lennox House, Norfolk st  
 THORPE, CHARLES, Kingston upon Hull, Labourer Feb 22 Payne & Payne, Hull  
 TOWNSEND, ARTHUR PERCY, Birmingham, Iron and Steel Merchant March 1 Cottrell & Son, Birmingham  
 VAUGHAN, ANNE, Blackpool March 15 Ascroft, Whiteside & Co, Blackpool  
 WALTER, EDWARD, Croft, Leicester March 25 Soames, Edwards & Jones, Lennox House, Norfolk st

WHITEHEAD, Sir JAMES, Wilmington Manor, nr Dartford March 15 Biddle, Thorne Welford & Galt, 25, Aldermanbury  
 WOLSTENHOLME, HENRY JAMES, Cambridge April 2 Eaten, Spearing & Raynes, Cambridge  
 WOOD, ISABELLA POTTS, Newcastle upon Tyne March 31 Ingledew & Fenwick, Newcastle upon Tyne  
 WOOD, WILLIAM, Newcastle upon Tyne March 31 Ingledew & Fenwick, Newcastle upon Tyne  
 WOTHERSPOON, GEORGE, Forest Gate, Essex March 8 C J Smith & Halsall, 8, Fenchurch st

London Gazette.—TUESDAY, Feb. 5.

AUSTIN, EDMUND, Bristol Feb 28 G Bush & Bush, Bristol  
 BAILLY, ANN LOUISA, Esher March 5 Smyths & Brettell, Girdlers Hall, 39, Basinghall st  
 BARTON, GRACE, Clayton le Woods, Lancs Feb 28 Rawthorn, Ambler & Booth, Preston  
 BERRY, MARY, Burnley March 16 James Chapman & Co, Manchester  
 BIRKENHEAD, THOMAS, Stainton, nr Penrith, Yeoman March 25 Arnison & Co, Penrith  
 BRANNAN, MARY, Gateshead March 20 J A Dixon, Gateshead  
 BROWN, ANNA ELIZA, Clevedon, Somerset March 15 O'Donoghue & Forbes, Bristol  
 BYLES, MATTHEW, Dawlish, Devon Feb 19 Ford, Harris & Forl Exeter  
 DUCKWORTH, ALICE JANE, Pembroke rd, Kensington March 18 Whitley & Co, Liverpool  
 DUNCOMB, Hon JANE MARIA, Scarborough March 1 Crust, Todd, Mills & Sons, Beverley  
 GODWIN, WILLIAM EDMUND, Clacton on Sea, Merchant March 11 Young & Son, 20, Mark In  
 GRASLEY, JOHN, Canterbury March 12 Burch & Brooks, Canterbury  
 GREEN, JAMES, West Mersea, Essex March 1 W G Synnot, Manningtree  
 GRIFFITHS, Capt JOHN NEVILLE, Sydney, New South Wales March 1 Flower & Nussy, Mowbray House, Norfolk st, Strand  
 HEARTLEY, CLIFFORD CHARLES, Sheffield, Hosier March 25 Alderson, Son & Dunt, Sheffield  
 HECKLEY, WILLIAM, West Haddesley, Yorks, Bootmaker Feb 25 Bailey & Halsey, Selby  
 HOARE, MARY, Southport March 5 Brown, Brown & Quayle, Southport  
 HOYLE, JAMES EDWARD, Blackpool Feb 16 Hugh Butcher, Blackpool  
 ILIFF, WILLIAM JAMES, Leicester, Florist March 15 Harvey & Clarke, Leicester  
 JAMES, JOHN, Southampton, Licensed Victualler March 16 Hallett & Martin, Southampton  
 JONES, JONATHAN STEPHENS, Treorchy, Glam, Sculptor March 1, Cule & Cule, Pentek  
 KELLAND, ELIZABETH ANNIE, Cambridge April 5 Eaden, Spearing & Raynes, Cambridge  
 KEMPE, REGINALD CARLISLE, Guildford, Surrey March 11 Baskleigh & Son, 63 Lincoln's Inn fields  
 LE MAR, JOHN THOMAS, Croydon March 16 Lindsay, Greenfield & Masons, 11, Ironmonger In  
 LUNT, CLARA FLORENCE, Ashley gdn, Victoria st March 7 Mackrell & Ward, 33, Walbrook  
 MUDD, ROBERT CECIL, Nottingham rd, Leyton, Manufacturer March 7 Dunkerton & Son, 23, Bedford row, Holborn  
 NICHOLSON, Rev WILLIAM TREVOR, Egham, Surrey Feb 28 Fraser & Son, 19, Southampton st  
 PARRY, ARTHUR, Montpellier rd, Ealing Feb 4 J Kennett-Brown, 2, The Mall, Ealing  
 RYON, CONSTANCE GLADYS, Marchioness of, Ripon, Yorks Feb 27 Rawle, Johnstone & Co, 1, Bedford row  
 ROBERTS, ELLEN DOROTHY, Southport, March 5 Brown, Brown & Quayle, Southport  
 SCOTT, ELIZA, Wooler, Northumberland March 7 Robt Middlemas, Alnwick  
 SHAW, MARY JANE, Kirby Moorside, Yorks April 1 Gibson & Weldon, 27, Chancery In  
 STEPH, FLORENCE, Vauxhall Bridge rd March 5 W J Wenham, 11, John st  
 THOMPSON, MARY ANN, Commercial rd, Peckham March 11 Wilde, Moore, Wigton & Son, 21, College hill  
 WEAR, JOSEPH WILLIAM, Norwood rd, Herne Hill March 16 G S Smith Spark, Miter & chmbrs, Temple  
 WISE, ERNEST ALFRED, Streithbourne rd, Upper Tooting March 12 Palmer, Bull & Bartlett, 24, Bedford row  
 WOOD, Sir EDWARD, Leicester April 1 Harvey & Clarke, Leicester

## Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 1.

### RECEIVING ORDERS.

COX, WILLIAM, Kettering, Fishmonger Northampton Pet Jan 28 Ord Jan 28  
 FAY, JOHN, Liverpool, Grocer Liverpool Pet Jan 4 Ord Jan 28  
 GRAY, FRANK B, Alnsdale, Lancs, Surveyor Liverpool Pet Dec 31 Ord Jan 28  
 HARTLEY, JOHN, Haslingden, Broker Blackburn Pet Jan 28 Ord Jan 28  
 JONES, HENRY, Deganwy, Carnarvon, Coal Merchant Bangor Pet Dec 29 Ord Jan 28  
 LANE, F B BOWYER, St James' pl High Court Pet Dec 19 Ord Jan 28  
 PETERS, JOHN WILLIAM, Tisbury, Wilts, Grocer Salisbury Pet Jan 28 Ord Jan 28  
 SMITH, JAMES, Keighley Bradford Pet Jan 12 Ord Jan 28  
 VARLEY, RICHARD, Keighley Bradford Pet Jan 12 Ord Jan 28  
 WICKINGS, FRANK IDEN, Paddock Wood, Kent, Corn Merchant Maidstone Pet Jan 30 Ord Jan 30  
 WILLIAMS, HERBERT PAUL, Blackheath, Wharfinger Greenwich Pet Jan 8 Ord Jan 28

### FIRST MEETINGS.

BELDON, WILLIAM, Rotherham, Railway Drayman Feb 3 at 12 Off Rec, Figgies In, Sheffield  
 CHAPMAN, STANLEY FORD, Minehead, Photographer Feb 11 at 3, Hammet st, Taunton  
 EVANS, THOMAS, Lisaraph, Draper Feb 8 at 1 County Court Office, 4, Baker st, Aberystwyth  
 HARRINGTON, WILLIAM HENRY, Castle Frome, Hereford, Farmer Feb 13 at 12.30, 2, Offa st, Hereford  
 ISRAEL, HENRY, Boscot, Northampton, Farmer Feb 8 at 12.30 Off Rec, The Parade, Northampton  
 LANE, F B BOWYER, 26 James' pl Feb 11 at 12 Bankruptcy bldg, Carey st  
 LEE, HARRY, Amphil, Beds, Butcher Feb 8 at 12 Off Rec, The Parade, Northampton

SMITH, JAMES, Keighley Feb 12 at 11.30 Off Rec, 12, Duke st, Bradford  
 VARLEY, RICHARD, Keighley Feb 12 at 11 Off Rec, 12, Duke st, Bradford  
 WILLIAMS, JOHN, Bala, Coal Dealer Feb 11 at 11.30 White Lion Hotel, Bala

### ADJUDICATIONS.

CHAPMAN, STANLEY FORD, Minehead, Photographer Taunton Pet Jan 5 Ord Jan 28  
 COX, WILLIAM, Kettering, Fishmonger Northampton Pet Jan 28 Ord Jan 28  
 HARTLEY, JOHN, Haslingden, Broker Blackburn Pet Jan 28 Ord Jan 28  
 LINGELL-STEWART, ALBERT WILLIAM JAMES, The Grove Denmark Hill High Court Pet Nov 20 Ord Jan 28  
 LONGFIELD, Captain RICHARD WILLIAM, Great Russell at High Court Pet Dec 7 Ord Jan 30  
 MACDONALD, Sir ARCHIBALD JOHN, Baronet, Pall Mall High Court Pet Aug 17 Ord Jan 30  
 NEWMAN, SAMUEL, Parkholme rd, Dalston, Wholesale Woollen Merchant High Court Pet Dec 3 Ord Jan 28  
 RICHMOND, EDWIN, Sheffield Sheffield Pet Sept 17 Ord Jan 28  
 SMITH, JAMES, Keighley Bradford Pet Jan 12 Ord Jan 28  
 VARLEY, RICHARD, Keighley Bradford Pet Jan 12 Ord Jan 30  
 WICKINGS, FRANK IDEN, Paddock Wood, Kent, Corn Merchant Maidstone Pet Jan 30 Ord Jan 30

London Gazette.—TUESDAY, Feb. 5.

### RECEIVING ORDERS.

BURKE, B, Aldersgate st High Court Pet Jan 5 Ord Jan 28  
 CROOK, JOHN CODNER, Richmond gdn, Shepherd's Bush, Commission Agent High Court Pet Feb 2 Ord Feb 2  
 NICHOLS, GERRIT JAN, Princess rd, Kilburn, Doctor of Laws High Court Pet Jan 8 Ord Jan 30  
 PYTE, MONTAGU ALEXANDER, Old Road at House, Photographer High Court Pet Aug 24 Ord Nov 15  
 ROBINSON, CHARLES EDWARD, Northampton, Shoehand Northampton Pet Jan 31 Ord Jan 31

SAUL, CHARLES, Loversall, nr Doncaster, Farmer Sheffield Pet Feb 1 Ord Feb 1  
 STRAFEL, SOLOMON JOHN, Shelton, Hanley, Tailor Hanley Pet Jan 22 Ord Feb 1  
 WILCOCK, JOSEPH, Walkden, Lan's, Greyman in Cloth Warehouse Salford Pet Feb 1 Ord Feb 1

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